The Bombay Gazette.

No. 9,444—New Series. BOMBAY :—MONDAY, FEBRUARY 24, 1879.

SHIPPING.

BRITISH INDIA STEAM NAVIGATION COMPANY, LIMITED.

BOMBAY TO LONDON.

MAHRATTA (S.S.) will leave BOMBAY on the 26th February for ADEN, where passengers can transfer at Company's expense to S.S. ALMORA for LONDON.

Saloon passage money .... Rs. 500
Second Class Do. .... „ 350

Almora carries a Surgeon and Stewardess.

MACKINNON, MACKENZIE & Co., Agents.

Bombay, 12th February 1879.

THE BRITISH INDIA STEAM NAVIGATION COMPANY, (LIMITED.)

THE following steamers are intended to be DESPATCHED once every four weeks from KURRACHEE to LONDON, calling at Aden, Hodeidah, Jeddah, Suez, Port Said, and Algiers, and at Lisbon once a month :—

Vessels.	Tons.	H.P.	Captains.	Date.
AGRA	1907	200	C. Heasman	13th March 1879.
PATNA	1780	200	J. Avern	10th April 1879.

Cargo and Passengers are booked here for the abovenamed places, also for East African ports for shipment hence by the Kurrachee steamers which leave Bombay on dates to correspond with the dates of sailing from Kurrachee.

For freight and passage apply to

MACKINNON, MACKENZIE & Co., Agents.

WEEKLY STEAM COMMUNICATION WITH THE MALABAR COAST, CEYLON, MADRAS, AND CALCUTTA.

THE BRITISH INDIA STEAM NAVIGATION COMPANY (Limited), under contract with Government, will despatch the S. S. KHILWA, 1,552 Tons, 200 H. P., Commander ——— on SATURDAY, the 1st March 1879, at [illegible] calling at Rutnagherry, Vingorla, Goa, Carwar, [illegible], Cannanore, Tellicherry, Calicut, Beypore, Cochin, Alleppey, Tuticorin, Colombo, Negapatam, Pondicherry, Madras, Masulipatam, Coconada, Visagapatam, Bimlipatam, Gopalpore, False Point and at any other place where inducement offers.

Cargo for Singapore and China can be booked fortnightly by the steamers on this line hence or from intermediate ports for transhipment at Galle to the Steamers of the Compagnie des Messageries Maritimes de la France which run regularly.

MACKINNON, MACKENZIE & Co., Agents.

WEEKLY STEAM COMMUNICATION WITH THE PERSIAN GULF, via KURRACHEE.

Interchanging Cargo and Passengers at Bussorah, to and from Bagdad, with the Euphrates and Tigris Steam Navigation Company or other Steamers.

THE BRITISH INDIA STEAM NAVIGATION COMPANY (Limited), under Contract with Government, will despatch the COCONADA, 862 Tons, 120 H. P., Commander A. Morris, on THURSDAY, the 27th February, 1879, at 4 p.m., to the PERSIAN GULF, touching at KURRACHEE, BUNDER ABBAS, LINGA, BUSHIRE, FAO, BUSREH, and occasionally BAHREIN and MAHOMERAH.

MACKINNON, MACKENZIE & Co., Agents.

BI-WEEKLY STEAM COMMUNICATION WITH KURRACHEE.

THE BRITISH INDIA STEAM NAVIGATION COMPANY (Limited), under Contract with Government, will despatch Steamers to Kurrachee every THURSDAY at 4 p.m., and every MONDAY at 10 a.m.

The S. S. VINGORLA, 578 Tons, 130 H. P., Commander R. D. Dougherty, on MONDAY, the 24th February 1879, at 10 a. m., calling at Verawul, Mangrole, Pore Bunder, and Cutch Mandvie, both ways.

The S. S. COCONADA, 862 Tons, 120 H. P., Commander A. Morris, will be despatched on THURSDAY, the 27th February 1879, at 4 p.m.

MACKINNON, MACKENZIE & Co., Agents.

STEAM COMMUNICATION WITH ITALY via SUEZ CANAL.

ITALIAN STEAM NAVIGATION COMPANY of Messrs. R. RUBATTINO & Co., GENOA.

THE REGULAR STEAMERS LEAVE GENOA on the 24th, of each Month, and BOMBAY on the 1st

PASSENGERS' RATES FROM BOMBAY.

(Inclusive of all Transit Fees through the Suez Canal.)

	1st Class.	2nd Class.	3rd Class.
Aden	Rs. 220	Rs. 150	Rs. [illegible]
Suez	360	220	80
Port Said	380	240	90
Jaffa	400	300	120
Beyrout	425	320	125
Cyprus	450	330	130
Messina	500	340	140
Naples	500	340	140
Leghorn	500	340	140
Genoa	500	340	140
Marseilles	550	350	145

(1st and 2nd Class: Including Wines. 3rd Class: Without food.)

Children under 3 years, free of charge; Children not above 10 years, half fare.

Passengers' heavy Baggage will be delivered in LONDON FREE of CHARGES to the extent allowed in the Handbooks. All extra Luggage will be charged for at rates which can be learnt from the Agent.

NEXT STEAMERS FROM BOMBAY :—

AUSTRALIA, to sail on SATURDAY, 1st March 1879.
SINGAPORE, to sail on THURSDAY, 20th March 1879.
ARABIA, to sail on TUESDAY, 1st April 1879.

Passengers and Cargo are now booked for JAFFA, BEYROUT, AND CYPRUS.

A Steamer of the Company leaves Port Said regularly every Thursday which carries the Passengers from Bombay to the above named three Ports.

All steamers of this Company have large First and Second class accommodation; and always carry a Doctor and a Stewardess on board.

The steamers of this Company, as a rule, start precisely at 10 A. M. Any unavoidable detention will, however, be advertised at least one day previously.

For hand-books of information, rates of freight, &c., apply to

C. GRONDONA,
Agent Rubattino Steam Navigation Company,
No. 2, Hummum Street.

Bombay, Jan., 1879.

ANCHOR LINE OF STEAMERS.

BOMBAY TO MARSEILLES, GENOA, AND NAPLES.

S. S. MACEDONIA,
CAPTAIN JAS. LAIRD.

THIS Steamer will sail on the 26th February for the above ports.

For passage, &c.
Apply to
W. & A. GRAHAM & Co., Agents.

HALL LINE OF STEAMERS.

S. S. SPEKE HALL,
CAPTAIN BRAND, 2,700 Tons Register, 400 H. P.

BOMBAY TO LIVERPOOL.

THE above Steamer will sail on the 5th March.

She is one of the latest additions to the Line. Her Saloon and State Rooms are all on Deck.

For passage, &c.
Apply to
W. & A. GRAHAM & Co., Agents.

LONDON *VIA* HAVRE.

TO SAIL ON THE 5TH MARCH.

THE New Steamer SCOTLAND, 1,694 Tons, classed 100 A. 1 at LLOYD'S, built specially for the East India Trade.

RATES OF PASSAGE MONEY.

BOMBAY to HAVRE .... Rs. 450
Do. LONDON .... „ 500

Carries a Surgeon and Stewardess.

KING, KING & Co., Agents.

Bombay, 5th February 1879.

D. S. KEMP & Co.,
WHOLESALE CHEMISTS
AND
MANUFACTURERS.

(Prize Medal, 1878.)

Price List, Wholesale and General, furnished on receipt of card.

SASSOON HOUSE, 7, ELPHINSTONE CIRCLE, BOMBAY.

D. S. KEMP & CO.'S
MEAT EXTRACTS.

THE only preparations fit for Invalids; incomparably superior to the commercial Liebig's Extracts, guaranteed perfectly pure and made from carefully selected material. With the addition of a little bread or vegetable seasoning, and, if desired, fat, they form most delicious soups.

LIEBIG'S NUTRITIVE EXTRACT.—A liquid extract of the finest meat. Bottles Re. 1, Rs. 2, and .... Rs. 3 8

EXTRACT OF MUTTON.—Quarter pound jars ... „ 3 0

EXTRACT OF CHICKEN.—(Borne by patients who can take nothing else) jars .... „ 2 8

D. S. KEMP & CO.,
SASSOON HOUSE, BOMBAY.

D. S. KEMP & CO.'S
SUMMER EFFERVESCENT AND PURIFYING SALINE.

A SOVEREIGN remedy for Headache, Biliousness, Sea-sickness, Boils, Skin Eruptions, Gastric Disorders, and Impurities of the Blood as well as in Fever. Is a safe but efficient Aperient, counteracts the vitiating effects of a tropical climate, and quickens the functions generally. An experience of twenty-five years has established the great value of this Saline as a domestic remedy, not excelled by any imported preparation of a similar nature whatever, and it is now offered as better adapted to this climate than any article hitherto introduced.

PER BOTTLE Re. 1-4.

D. S. KEMP & Co.,
SASSOON HOUSE, BOMBAY.

SHIPPING.

PENINSULAR AND ORIENTAL COMPANY.

THE following or other Steamers will be despatched for EUROPE :—

	Vessels.	Tons.	H.P.	Captains.	1879.
(s)	PEKIN	3777	600	W. Woolcott	24th Feb.
—	VENETIA	2726	450	C. G. Perrins	3rd March
(s)	MALWA	2933	450	P. S. Tomlin	10th do.
—	SUMATRA	2488	450	W. A. Seaton	17th do.
(s)	MIRZAPORE	3763	600	A. Parish	24th do.
—	CATHAY	2982	450	R. T. Dundas	31st do.
(s)	NEPAUL	3536	600	J. S. Murray	7th April.
—	TRAVANCORE	1900	350	W. Barratt	14th do.
(s)	HYDASPES	2984	450	D. Rennoldson	21st do.
—	BANGALORE	663	500	E. G. Stead	28th do.
(s)	BOKHARA	2932	450	J. Orman	5th May.
—	THIBET	2593	400	J. H. Torbock	12th do.
(s)	SURAT	3141	530	W. E. Breeze	19th do.

Passengers are booked to ADEN, SUEZ, BRINDISI, ANCONA, VENICE, MARSEILLES, MALTA, GIBRALTAR and SOUTHAMPTON by every Mail. The Steamers marked (s) proceed direct to Southampton. By the others Passengers change vessels at Suez, and those for Brindisi, Ancona, Venice and Marseilles are conveyed by Rail from Suez to Alexandria.

A Launch leaves the Company's Dock Head, Mazagon, at 3 p.m. on the day of sailing.

For Passage, &c., apply to

J. R. KELLOCK, Superintendent.

Bombay, 8th February 1879.

STEAM TO CEYLON, PENANG, STRAITS, CHINA, AND JAPAN.

THE following Steamers will be despatched for the above ports, carrying H. M.'s Mails, and taking also Passengers and Cargo for Madras and Calcutta :—

Vessels.	Tons.	H.P.	Captains.	
KHIVA	2609	450	G. Lee	4th March 1879.
NIZAM	2725	450	A. B. Barlow	18th March.
GWALIOR	2725	450	J. C. Babot	1st April.
LOMBARDY	2723	450	W. B. Hall	15th do.
TEHERAN	2589	400	A. H. Johnson	29th do.

A Launch leaves the Company's Dock Head, at Mazagon, at 3 p.m. on the day of sailing.

For Passage, &c., apply to

J. R. KELLOCK, Superintendent.

Bombay, 8th February 1879.

STEAM TO KING GEORGE'S SOUND, ADELAIDE, MELBOURNE, AND SYDNEY, CALLING AT GALLE AND COLOMBO.

THE following Steamers will be despatched for the above ports :—

Vessels.	Tons.	H.P.	Captains.	
TANJORE	2263	450	W. W. Fentiman	28th Feb. 1879
SIAM	3014	500	G. N. Hector	28th March.
ASSAMS	3033	500	N. Stewart	25th April.
TANJORE	2263	450	W. W. Fentiman	23rd May.

A Launch leaves the Company's Dock Head, at Mazagon, at 3 p.m. on the day of sailing.

For Passage, &c., apply to

J. R. KELLOCK, Superintendent.

Bombay, 8th February 1879.

INDIAN TEA EMPORIUM.

THE FIRST AND THE OLDEST.

SELECTION.—From TEAS of more than a dozen CHOICEST AND BEST PLANTATIONS.

MORTON & CO.,
SOLE AGENTS OF HOLTA TEA CO.
24, CHURCH GATE STREET,
Opposite to the *Times of India*.

NEW ADVERTISEMENTS.

NOW READY,
BOMBAY GAZETTE
OVERLAND SUMMARY.

The *BOMBAY GAZETTE OVERLAND SUMMARY*, prepared for despatch by each Overland Mail for Europe, contains, in addition to all the News of the Week, a specially-written Market and Freight Report, and a well-digested Summary of Events.

Annual Subscription (in advance) Rs. 12
Single Copy .... Annas 4

"Bombay Gazette" Office, Meadow Street, Fort.

THE FLORENTINE ELECTRIC HAIR BRUSHES

WILL RELIEVE NERVOUS OR BILLIOUS HEADACHE IN FIVE MINUTES!!!

NEURALGIA and Exhausted Mental Power from hard work find most decided and immediate relief. If you find yourself dull and are threatened with a headache upon rising in the morning, whether induced by excessive eating, drinking or other causes, a few minutes' application will relieve you.

They positively remove Scurf and Dandrif, prevent Falling Hair and baldness, while promoting a healthy and vigorous growth of the Hair. It will always be found most efficacious in those distressing headaches peculiar to Ladies.

B. S. MADON & CO.,
CHEMISTS AND DRUGGISTS,
12, MEADOW STREET, FORT, BOMBAY.

ANGLO-SWISS MILK
is received by
EVERY MAIL STEAMER,
Per Tin, Cash, Annas 8.

TREACHER & Co., LIMITED.

DOUBLE WALL ICE JUGS,
PRESERVE ICE OR ICED DRINKS,
CHAMPAGNE OR CLARET CUP,

At a low temperature for a much longer period than other vessels. The constant use of them is attended with

GREAT CONVENIENCE AND ECONOMY.

Richly plated with silver, in a variety of handsomely chased patterns, from Rs. 25 to Rs. 60.

TREACHER & Co. (Limited.)

RICH IN NITROGEN AND PHOSPHATES.
MELLIN'S FOOD
FOR
INFANTS AND INVALIDS.
A SOLUBLE EXTRACT OF CEREALS.
NON-FARINACEOUS.

WHEN dissolved in Cow's Milk and water it constitutes a PERFECT FOOD, capable of sustaining life and developing robust constitution.

	Cash.	Credit
Small Bottles ....Re.	1- 0	1-2
Large Bottles ....Re.	1-12	2-0

Fresh consignments at short intervals are imported,

DIRECT FROM THE MANUFACTURER,
BY
TREACHER & CO., LIMITED,
BOMBAY, BYCULLA, AND POONA.

DINNER SERVICES.

BEST STONEWARE, BLUE LINE.

TREACHER & COMPANY (LIMITED) have received direct from a LEADING STAFFORDSHIRE POTTERY large supplies of this favourite pattern, an inspection of which they respectfully solicit.

			Cash Rs.	a.	Credit. Rs.	a.
12	10 inch	Meat Plates	4	8	5	0
12	10 „	Soup do.	4	8	5	0
12	10 „	Hot Water Plates	24	0	27	0
12	8 „	Pudding do.	4	0	4	8
12	6 „	Cheese do.	3	0	3	8
1	18 „	Well Gravy Dish	7	8	8	2
1	20 „	Flat Dish	6	0	6	12
1	18 „	do.	4	0	4	8
1	16 „	do.	3	0	3	0
1	14 „	do.	2	4	2	0
2	12 „	do.	3	0	3	0
2	10 „	do.	2	4	2	8
1	16 „	Fish Drainer	3	0	3	8
1	9 „	Pie Dish	1	0	1	0
1	11 „	do.	1	8	1	12
1		Covered Soup Tureen and Stand	9	0	10	0
2		do. Sauce do.	4	8	5	0
2		Vegetable Dishes	5	4	6	0
2		Side Dishes and Warmers	16	0	18	0
1		Salad Bowl	2	8	2	12
		Full Set as above	110	12	125	0

The above with gilt handles to covered Dishes.

At an additional cost of
Cash Rs. 20-12; Credit 23.

USEFUL EXTRA PIECES.

	Cash Rs.	a.	Credit. Rs.	a.
1 Cheese Dish without cover	2	4	2	8
1 Pair Steak Dishes and Warmers	16	0	18	0

TREACHER & CO. (LIMITED).
SHOW ROOMS.
FORT ESTABLISHMENT.

NEW ADVERTISEMENTS.

MAMMOTH PAVILION,
ESPLANADE.

PROPRIETORS—MESSRS. NORTON, HENNICKE, AND KING.

BY SPECIAL REQUEST,
PROFESSOR HENNICKE
AND THE
FAMOUS MERRY-MAKERS
WILL GIVE
THREE FAREWELL PERFORMANCES
prior to their
SPECIAL ENGAGEMENT AT HYDERABAD.

THIS EVENING, MONDAY, FEB. 24TH, 1879.
PROFESSOR HENNICKE
IN NEW AND STARTLING ILLUSIONS.
ALSO THE
ENTRANCED LADY IN HER ARIEL SLEEP.

REDUCED PRICES.

First Class ....Rs. 2 | Second Class ....Re. 1
Third „ ....As. 8 | Fourth „ ....As. 4

Reserved seats at SOUNDY and Co.
Doors open at 8; commence at 9.

FATIMA,
THE LATEST LONDON SENSATION,
ON EXHIBITION FROM 8 TILL 9 P.M.
and during interval of the Merry-Makers Performance.
ADMISSION—ANNAS 4.

WEDNESDAY EVENING,
MOST POSITIVELY THE LAST NIGHT IN BOMBAY.
AND BY REQUEST,
GRAND MID-DAY MATINEE,
WEDNESDAY, FEBRUARY 26TH, 1879.
FOR SCHOOLS, FAMILIES and CHILDREN,
when special accommodation will be made for the occasion.

NOTICE.

TO BE SOLD by PUBLIC AUCTION in the I. G. Dockyard, on TUESDAY, the 4th March 1879, and the days following, a quantity of OLD UNSERVICEABLE MARINE STORES, consisting of Awnings, Canvas, Sails, Rope (Coir and Europe), Booms, Boat, Masts, Yards, Iron, Brass, Copper, Lead, Wooden Cases, Casks, Tins, Coal-dust, &c., also Miscellaneous Stores belonging to the Malta Expedition. Terms of sale as usual, and for further particulars apply to the undersigned.

G. B. HEWETT,
Officiating Marine Storekeeper.

Marine Storekeeper's Office, Bombay, 22nd February 1879.

THE HYDERABAD (DECCAN) SPINNING AND WEAVING COMPANY, LIMITED.

NOTICE is hereby given, that an ORDINARY GENERAL MEETING of SHAREHOLDERS will be held at the Registered Office of the Company, No. 5, Hornby Row, on TUESDAY, the 11th day of March next, at 3 p. m., to transact the following business :—

1st. To receive and adopt the Directors' Report and Audited Balance Sheet and Profit and Loss Account for the year ended 30th June 1878.

2nd. To elect a Director in place of the Director who is retiring by rotation, but who is eligible for re-election.

3rd. To confirm the appointment of the Director who has been nominated by the Board to fill up a vacancy in their number and to appoint a new Director.

4th. To appoint Auditors for the current year and to fix their remuneration.

By order,

DINSHAW MANOCKJEE PETIT,
Chairman of the Directors.

Bombay, 17th February 1879.

IN THE HIGH COURT OF JUDICATURE AT BOMBAY.

ORDINARY ORIGINAL CIVIL JURISDICTION.

SUIT No. 421 of 1878.

WISHWANATH MADHOWJEE ZAOBA, of Bombay, Hindoo, and landowner, residing in a house assessed under No. 685 at Breach Candy Road otherwise called Girgaum Road, without the Fort of Bombay, GOVIND BALCRUSTNA, also of Bombay, Hindoo inhabitant and landowner, residing in a house assessed under No. 140 at Malabar Hill, without the Fort of Bombay, and SADASHIV WISHWANATH DOORUNDHUR, also of Bombay, Hindoo inhabitant and landowner, and Barrister-at-law, residing in a house assessed under No. —, at Great Portuguese Church Street, without the Fort of Bombay, Executors of the last Will and Testament of WITTOBA WASSOODEWJEE ZAOBA, late of Bombay, Hindoo inhabitant, deceased .... Plaintiffs.

vs.

THE HONORABLE JOHN MARRIOTT, Advocate General of Bombay, residing in a house assessed under No. —, at Cumballa Hill, without the Fort of Bombay .... Defendant.

PURSUANT to an Order of Reference of the High Court of Judicature at Bombay made in the above suit, bearing date the ninth day of December, One Thousand Eight Hundred and Seventy-eight, Notice is hereby given, that all persons claiming debts or liabilities affecting the Estate of the abovenamed Wittoba Wassoodewjee Zaoba, deceased, late of Bombay, Hindoo inhabitant, the testator in the pleadings in this suit mentioned, who died at Bombay on or about the sixth day of November, One Thousand Eight Hundred and Seventy-six, are hereby required to file such claims in writing in my Office in the Court House, within one calendar month from the date hereof, or in default thereof they will be peremptorily excluded from the benefit of the said order.—Dated this 20th day of February 1879.

CHARLES E. FOX, Commissioner.

THACKER & COMPANY, LD.

NEW BOOKS.

	Rs.	A
General Abbott's Journal of the Afghan War, 1838-42	8	12
Moseley's Notes of a Naturalist, on the Challenger Expedition, 1872-1876	13	4
Brugsch's Egypt under the Pharaohs, derived entirely from the Monuments, 2 vols.	18	12
Jackson's Canal and Culvert Tables	17	8
Habit and Intelligence, a Series of Essays on the Laws of Life and Mind, by J. J. Murphy, 2nd edn	10	0
Francis Bacon's Life and Times, by Spedding, 2 vols.	13	4
Carpenter's Human Physiology, 8th edn	20	0
The Monks of Thelema by Besant and Rice	3	12
Hinton's Art of Thinking, and other Essays	5	8
Dobson on the Ox, his Diseases, and their Treatment	4	12
Men of the Time, *new edition*	9	8
Builders' and Contractors' Price Book, 1879	2	8
Fawcett on Free Trade and Protection	4	12
Locker's "Patchwork"	3	4
Woakes on Deafness, Giddiness and Noises in the Head	3	4
Lamb's Essays of Elia and Eliana, 2 vols, 21mo	3	4
Eliot's Daniel Deronda, Cabinet edn, 3 vols	9	12
—— Spanish Gypsey, Cabinet edn	3	4
—— Jubal and other Poems, Cabinet edn	3	4
Young Ladies' Journal vol. 1878	9	8
London Journal, July to December 1878	3	0
Bow Bells, vol. July to December, 1878	3	12
Goethe's Dramatic Works, translated, Bohn series	2	4
Goethe's Faust, translated by Miss Swanwick, Bohn	2	4
Graphic Volume, July to December 1878	15	0
Bernard and Huette's Operative Surgery, *colored plates*	33	0
Dod's Parliamentary Companion, 1879	3	0
Who's Who, 1879	1	12
Underhill's Soldiers' Pocket Guide to Shooting	2	4
Engineers', Architects', and Contractors' Pocket Book, 1879	3	12

THACKER & CO., LIMITED,
ESPLANADE HOTEL, BOMBAY.

SPECIAL SHORT ADVERTISEMENTS.

The scale for these Advertisements is as follows:—Not exceeding 3 lines, Re. 1; each succeeding line 8 As. No trade advertisements are admitted under this scale.

TO BE LET, for six months, a large and handsomely FURNISHED BUNGALOW on Malabar Hill. Rent Rs. 220 a month. Apply to J., *Bombay Gazette* Office.

TO BE SOLD, BAROUCHE and Pair of GREY ARAB HORSES, with HARNESS, &c., complete. Price Rs. 1,800. Apply to X., *Bombay Gazette* Office.

TO LET, FURNISHED APARTMENTS in Marine Lines. Apply to the MANAGER, PURVIS AGENCY.

MAHABLESHWAR—TO LET, for the Hot Season, MEANEE LODGE. For particulars apply to Mr. McDONALD, Scottish Schools, Byculla.

TO LET, FURNISHED, from 1st March, Upper-storied BUNGALOW, 68, Malabar Hill, now occupied by Mr. Glover. Rent moderate. Use of carriage and pair of horses if arranged for. Apply at Prince's Dock Office.

FOR SALE, good TENTS at Poona and Wudhwan. Apply to Captain STACE, Kolhapur.

FOR SALE, a SCHIEDMAYER'S PIANO in good condition (now under repairs.) For particulars address C., care of *Bombay Gazette* Office.

RED PICKLING and other CABBAGES, SALADS, ENGLISH FLOWERS, &c. SELLING CHEAP at the Tanna Jail Gardens.

AUSTRALIAN SHEEP TONGUES and other Preserved Meats; also AUSTRALIAN CLARET of fine quality, just arrived. Price List on application to WM. WATSON & Co., 28, Apollo Street, Bombay.

BILLIARD MATCH, BYCULLA HOTEL—SHORTER against ANTONE (the Byculla Hotel Billiard Marker), Shorter conceding 500 points in a 1,000. Play to begin at 9 p.m. this evening. ADMISSION—ONE RUPEE.

MACLEAN'S GUIDE to BOMBAY and BOMBAY DIRECTORY for 1879. Price Rs. 5; with postage Rs. 5-2. *Bombay Gazette* Office.

INDIAN RAILWAY TRAVELLER'S GUIDE, showing every Railway Station on the Indian Lines, with Tables of Fares, and other information required by travellers, with a Coloured Map of India. Published monthly at the *Bombay Gazette* Office. Price As. 8.

BRITISH, RUSSIAN and TURKISH TORPEDOES, just received. Price 1 Rupee per dozen • 6 ice each. PEARSE, 22, Apollo Street.

OLD GLENLIVET.

THIS WHISKY is a blend from some of the most noted Distilleries in Scotland, and is guaranteed to consist of PURE MALT SPIRIT only. It is thoroughly matured, very mellow, and entirely free from any smoky or objectionable flavour.

As large holders of the different kinds from which the Blend is made, we are in a position to allow the various Distillings to become thoroughly amalgamated before being bottled, an advantage which consumers of the article will readily appreciate.

TREACHER & Co. feel that it would be an insult to the intelligence of their Constituents to *put forward* Chemical Analysis and Medical Reports regarding this "Fine Old Spirit," as, however, gratifying these may be in themselves, they are obviously useless as affording a guarantee, that the Spirit offered, is the same as that commented upon.

TREACHER & Co. consider that the proper test of excellence of any article, consists in the demand for it, and judged by that standard, the fact, that, the sale of their "Fine Old Glenlivet" has increased more than tenfold during the past three years, and continues monthly to increase, may be accepted as conclusive proof of its character and value.

Samples sent on application.

Per 1 dozen case .... Cash Rs. 22-8.

TREACHER & COMPANY, LD.,
WINE MERCHANTS,
BOMBAY, BYCULLA, AND POONA.

TO FREEMASONS.

N. V. CURRANEE & Co., Agents for Messrs. SPENCER & Co., MASONIC JEWELLERS and PUBLISHERS, LONDON, beg to announce to the Members of the Fraternity that they are selling off the undermentioned Articles at cost price, including Indian charges, to close accounts for the past year :—

Master Masons' Aprons	Rs. 15	12
Do. Do. Jewels from Rs. 15-12 to	„ 18	12
Past Masters' Do.	„ 15	12
Mark Masters' Aprons	„ 15	12
Do. Do. Jewels from Rs 11-4 to	„ 15	12
Royal Arch Companions' Aprons and Sashes	„ 31	8
Do. Do. Jewels	„ 18	0
Leather Cases for Aprons, &c.	„ 3	0
Note Paper for all the grades to 33° per quire	„ 0	8
Envelopes to Match above per 100	„ 1	0
Masonic Minstrel	„ 2	4
Freemason's Calendar for 1879	„ 1	8

J. NEUBERG,
5, MEADOW STREET.

TOBACCOS.

NEUBERG'S "GOLDEN BLOCK" MIXTURE,
MANUFACTURED DAILY,

Per 1 lb. Tin—Rs. 3-4 | *Per ½ lb. Tin—Rs. 1-12.*

NEUBERG'S GOLDEN SHAG.

Highly recommended, possessing within itself the delicate aroma of Golden Leaf, and the pleasent fulness of Virginia.

Rs. 2 per ½ lb. Packet.

NEUBERG'S VIRGINIAN HONEY DEW,

Recommended to those who enjoy a pleasant full-flavoured smoke,
"AN OLD SMOKER'S CHOICE."

Rs. 2 per ½ lb. Packet.

WILL'S BEST BRISTOL BIRD'S EYE.
Rs. 1 per ¼ lb. Tin.

REAL TURKISH TOBACCO.
From Rs. 5 to 10 per lb.

J. NEUBERG,
MEADOW STREET, BOMBAY.

PRELIMINARY ANNOUNCEMENT.

ON WEDNESDAY, FEB. 26, 1879.

HOAR & COMPANY,
TAILORS, HOSIERS, AND SHIRT-MAKERS,
WILL OPEN THEIR ESTABLISHMENT,
3, RAMPART ROW,
(late P. & O. Office)
with a splendid assortment of
GENTLEMEN'S OUTFITTING GOODS.

THE STOCK is of the best quality specially selected, and manufactured for India, and the Prices have been fixed at a very Low Rate, comparing most favourably with Home Charges.

DETAILED PRICE LISTS WILL SHORTLY APPEAR.

HOAR & COMPANY,
3, RAMPART ROW, BOMBAY,
(late P. & O. Office.)

CHRISTMAS AND NEW YEAR PRESENTS.

MESSRS. C. MARCKS & CO.,
WATCHMAKERS, JEWELLERS, OPTICIANS, AND ENGRAVERS.

BOMBAY: 2, HUMMUM STREET. POONA: 1, EAST STREET.

BEG to draw attention to their NEW and FRESH STOCK of GOODS just unpacked, suitable for presentation.

LADIES' & GENTLEMEN'S WATCHES.
BEST LONDON AND INDIAN JEWELLERY.
TRAVELLING AND OFFICE CLOCKS.
MUSICAL BOXES AND SINGING BIRDS.
A COMPLETE STOCK OF SPECTACLES.

Repairs executed with care and expedition.

C. MARCKS & CO.

SALES BY AUCTION.

MENESSE AND COMPANY.

On THURSDAY, the 27th instant, Messrs. MENESSE and Co. will hold their usual weekly Auction Sale at their rooms of a quantity of grey and colored piece goods, twist, &c.

5 cases white jaconets and nansooks.
3 „ colored prints.
5 bales grey dhooties and sarries.
2 „ grey jaconets.
3 „ grey shirtings.

On account of the concerned.

M M / D / H B M & Co. } 11 bales grey drills damaged by salt water.

On account of Purshotum Anunjee.

P A—2 cases white nansooks.

MENESSE & Co.

Bombay, 24th February 1879.

MEHRJEE, JOHNSTONE AND COMPANY.

SALE OF RAFTERS, PLANKS, IRON STOVES, &c. &c.

Under Instructions from Major C. Mant, Architectural Executive Engineer, Messrs MEHRJEE, JOHNSTONE and Co. will sell by Public Auction, at Mayo and University Roads, Fort, in the compounds of the New High Court, and Rajabai Tower, University Library, THIS DAY, MONDAY the 24th instant at 1-30 p. m., surplus wooden stores, consisting :—

Large quantity of teakwood rafters, best teak scantling, 8" by 3" and of various sizes; teak, deal and jungle wood planks, and spars, corrugated iron sheeting, asphalte, fancy stone chair, stone pillars, &c., &c.

Two iron stoves (large) suitable for ships and steamers, use as well as for valuable buildings, &c., &c.

MEHRJEE, JOHNSTONE & Co.

Bombay, 24th February 1879.

SORABJEE COWASJEE AND COMPANY.

AUCTION SALE of varieties of goods such as glass and plated ware, lamps, perfumery, oilmanstores, and shop furniture, &c., &c., at Green Chaulk, Fort.

Messrs. SORABJEE COWASJEE and Co. are instructed to sell by Public Auction, THIS DAY, MONDAY 24th and TO-MORROW, TUESDAY, the 25th instant, sale commencing at 12 noon, at the abovementioned place, the surplus and miscellaneous stock, belonging to Messrs. Bolton and Co. changing their shop.

Comprising of rich and best pattern glass and crockery ware, best electro-plated ware, fancy leather articles toys, &c., &c.

A collection of rich crockery ware, such as a pink and gold border dinner and breakfast services, cups, saucers, tea pots, &c., &c.

A collection of most beautiful toilet, and other different varieties of oil cloth carpets of best workmanship, sizes 15 by 18, and 15 by 12 feet, suitable for drawing rooms and other purposes.

Rich leather articles of durable and excellent designs, consisting writing cases complete, dressing cases, lady's hand bags, water proof bags, dispatch boxes, portmanteaus, bridles, Gladstone bags, and other varieties.

Silber Light's and Co.'s and Hinks duplex and round burner Punkha protectors, lamps of different designs.

4 very superior large show cases fitted with plate glass.
Gold, hoop and rose rings, set with diamond, emerald, &c.
A large collection of provision, wines, spirit, &c., &c.
The property is now on view.

SORABJEE COWASJEE & Co.

Bombay, 24th February 1879.

BENNETT AND COMPANY,
No. 4, FORBES STREET.

On WEDNESDAY, the 26th instant, at 1 p. m., Messrs. BENNETT and Co. are instructed to sell by Public Auction at Gaumdavie Road, Chowpatty, the valuable and handsome blackwood and teakwood French polished, carved, Madras pattern, household furniture, plated, glass and porcelain ware a handsome Madras built victoria, with handsome fast-trotting egu pony and harness, (if not previously disposed of by private sale,) &c. &c. the property of W. A. Crispe, Esq. the same comprises rich, plain cut glassware, handsome dinner, dessert and tea services, best plated ware such as a pair of curry dishes, cruetstand, ice pitcher a set of spoons and forks, fish knives and forks, cutlery, magical lantern, one single barrel breach loading pin fire fowling piece by Holland, &c., handsome blackwood richly carved furniture such as a set of dining table in 4 pieces for 12 persons, side board, Madras and mallet pattern arm chairs, whatnots, handsome circular, pier, oblong, side and writing tables, easy, folding, and drawing room chairs conversation and reclining couches chiffoniers, 1, 2 and 3 light hanging argand lamps, by "Nash," rich Brussel carpet, pictures, iron four post bedsteads, camp cots, dressing and washing tables, clothes and gown presses, chest of drawers, towel horses, dispensary articles, cooking utensils, &c.

AT 2 P. M.,

1 elegant Madras built pony Victoria phaeton.
1 handsome dappled-grey Pegu pony, 5 years old.
1 gentleman saddle by "[illegible]" sets of harness.

Catalogues are published and the property is now on view.

On THURSDAY the 27th instant, at 1 p.m. Messrs. BENNETT and Co. are instructed to sell by public auction, at Malabar Hill the valuable and handsome household furniture, plated glass, and porcelain ware, horses, carriages, plants &c. &c. the property of J. S. Burt, Esquire.

Full particulars will be given hereafter.

On FRIDAY, the 28th instant, at 1 P. M., Messrs. BENNETT and Co. are instructed to sell by Public Auction, at Malabar Hill, the valuable and handsome teakwood and blackwood, French polished, carved household furniture, best plated ware, rich crockery and glassware, a small slate billiard table, sewing machine one English-built mail-phaeton by Kesterton one English-built circular glass fronted miniature brougham by Kesterton of Long Acre, one powerful grey Arab horse, one Jaffrabad cow and calf, a collection of choice and rare plants in tubs and pots, &c., &c., the property of M. Mowat, Esq.

Catalogues will be published, and the property on view days before the day of sale.

BENNETT & Co.

Bombay, 24th February 1879.

CRAWFORD AND COMPANY,
2, MARINE STREET, BOMBAY.

USUAL AUCTION SALE.

THIS DAY, MONDAY, the 24th instant, at 2 p.m., Messrs. CRAWFORD and Co. will sell by Public Auction at their rooms :—

10 bales grey shirtings.
10 bales grey dhoties.
10 cases white ground prints.
4 cases white cambrics.

An invoice of handsome Hink's patent Duplex kerosine oil table lamps.

A few articles of furniture, plated, glass and porcelainware.

On account and at the risk of Tyebally Mahomedally—
15 cases of brass sheets [rolls very thin].

On account of the underwriters ex Greenock,
S M N / M P W { out of 102 } 8½ dozens brown lined green umbrellas.

SALE OF TELEGRAPH STORES.

TO-MORROW, TUESDAY, the 25th inst., at 2 p m., Messrs. CRAWFORD and Co., will sell by Public Auction at the Government Telegraph Stores at Bori Bandar.

A quantity of stores comprising empty barrels tarpaulins, sundry iron, wood, &c.

AUCTION SALE OF BOOKS.

Messrs. CRAWFORD and Co. are instructed to sell by Public Auction at their rooms in Marine Street, Fort, a large collection of books in Theology, Science, and general literature, being the library of a gentleman leaving his station for the Himalayas. The sale will take place on the 1st of March next at 2 p.m., in the order of numbers in catalogues which are ready and which can be had on application to the Auctioneers and the books will be on view 4 days before the sale takes place.

BARR COTTAGE AT MATHERAN FOR SALE.

By order of the mortgagee and on account and at the risk of the mortgagor, Mr. C L Yeats, an insolvent, and with the consent of the Official Assignee the above property beautifully situated will be sold by Public Auction by Messrs. CRAWFORD and Co., at their rooms on TUESDAY the 4th March at 4 p. m.

Full particulars will be given hereafter.

On TUESDAY, the 4th March, sale commencing at 4 p. m., Messrs CRAWFORD and Co are instructed to sell by Public Auction at No 185 Tarwaree Road, Malabar Hill, the valuable and handsome household furniture, best plated, glass and porcelain wares, and unless previously disposed of a serviceable double seated Brougham by W King and Co of Long Acre, with a strong Bay Australian Horse and harness, rare and valuable plants in tubs and pots, &c, the property of Pryce Weedon, Esq.

Catalogues will be published and the property will be on view 4 days before the day of sale.

N B.—The plants will be sold in the morning at 6-30.

On WEDNESDAY, the 5th March, sale commencing at 1 p.m., Messrs. CRAWFORD and Co. will sell by Public Auction at Chinchpoogly Hill, near the Manchester Spinning and Weaving Mills, the valuable and handsome blackwood and teakwood household furniture, plated, glass and porcelain wares, &c., the property of H. A. Richardson, Esq.

Full particulars will appear hereafter.

Catalogues will be published and the property will be on view 4 days before the day of sale.

SALE of valuable landed property in Borah Bazar Street, Fort.

On WEDNESDAY, the 5th March, at 4 p.m., Messrs. CRAWFORD and Co. will sell by Public Auction on the premises by order of Oojunbai, widow and executrix of the late Sha Oomed Heerachund, the mortgagee, and on account and at the risk of Dossabhoy Jamsetjee Dessai and Kharsedbai his wife, in pursuance of the power of sale given in the indenture of mortgage, dated the 28th day of may 1874.

All that piece of ground together with the messuage or dwelling house standing thereon, forming one portion or compartment in a chawl or range of seven houses or apartments, situate lying and being on the west side of Borah Bazar Street, within the Fort ward of Bombay in the sub-district of Fort and Colaba; and which said premises contain by admeasurement 90 square yards and five-ninths of a square yard or thereabouts, and bounded on the east by the Borah Bazar Street aforesaid, on the west by the passage used as well by the halalcores or sweepers of the said premises as of those of the adjoining apartments forming part of the said range, on the north by another apartment forming part of the same range and now belonging to Sorabjee Cawasji Towwalla, and on the south by another apartment forming part of the same range and now belonging to Cursetbai, wife of Nusserwanji Bomanji, and which said premises are assessed by the Collector of Assessment under No. 29, and registered by the Collector of Land Revenue under No. 365.

For further particulars and conditions of sale application may be made to the undersigned.

CRAWFORD & Co.

Bombay, 24th February 1879.

TRICHINOPOLY CHEROOTS.

PREPARED EXPRESSLY FOR THIS COMPANY OF FINEST SELECTED TOBACCOS.

		Cash. Rs.	a.
Thompson's, Dawson's and Noble's muster, per box of	100	1	12
Do. do. do.	250	4	0
Dindiguls and Havannahs, ... box of	100	2	0
Do. do. box of	250	4	8
Treacher's own muster, do.	100	2	4

TREACHER & CO., LIMITED,
BOMBAY, BYCULLA AND POONA.

GENUINE
GAYETTY'S MEDICATED PAPER,

both as a personal requisite and a preventive of a very distressing hœmorrhoidal malady, is incomparably the best article produced for the purpose.

Packets containing 500 Sheets each Cash, Re. 1-8; Credit, Re. 1-12.

OF THE AGENTS,
TREACHER & COMPANY, LD.,
BOMBAY, BYCULLA AND POONA.

NOTICES.

BY APPOINTMENT TO
H. R. H. THE PRINCE OF WALES.

DESCHAMPS AND CO.,
FURNITURE, BILLIARD, CARRIAGE, HARNESS,
AND
GENERAL MANUFACTURERS,
IMPORTERS OF PIANOS, PIER GLASSES, CARPETS, WALL PAPERS, MARBLES, &c.

MADRAS, CALCUTTA, AND BOMBAY.

NOTICE TO APPLICANTS.

THE undersigned hereby notifies that the VACANCIES for GUARDS have been FILLED UP.

ROBERT W. L. TOOZE,
Assistant Traffic Superintendent,
H. and N. State Railways.

FOR THE DESSERT TABLE.
JUST RECEIVED,
FINEST MUSCATEL RAISINS,
in handsome boxes,
at, each, Cash Re. 1-12.

TREACHER & COMPANY, LD.

THE ARABIAN
HORSE FOOD & RELISH.

"BALAWAT ARABIYA"
IS A PERFECT HORSE FOOD—GIVES
THE HORSE Robust Health, gives
THE HORSE Increased Vigour, gives
THE HORSE Greater Endurance, gives
THE HORSE Wonderful Appetite, gives
THE HORSE Splendid Coat and Hard Muscle.

Sold in cases, price Rs. 9.

AGENTS.—D. S. KEMP & Co.,
BOMBAY.

BOMBAY-BURMAH TRADING CORPORATION, LIMITED.

NOTICE.

TO meet the increasing necessities of our business, we have recently extended our Establishment in Burmah, and are now prepared to execute special orders for all sizes and descriptions of converted TEAK TIMBER at reasonable rates.

We shall be happy to quote either free on board in Rangoon or Moulmein, or delivered in Bombay, Calcutta, Madras, Kurrachee, or any other Indian port.

Applications can be made to

The Secretaries, Treasurers, and Managers, Bombay.
J. M. MITCHELL, 6, Bankshall Street, Calcutta,
or
ARBUTHNOT & Co., Madras.

WALLACE & Co.,
Secretaries, Treasurers, and Managers.

NOTICE.

BOMBAY ART EXHIBITION.

THE Public are informed that HIS EXCELLENCY the GOVERNOR will OPEN the EXHIBITION at the School of Art on THURSDAY, the 27th instant, at 4-30 P.M.

Tickets for Admission can be had at Messrs. Thacker and Co., The Framjee Cowasjee Institute, and at the School of Art.

Single Season Ticket for One Person .... Rs. 5
Family Season Ticket for Three Persons .... „ 12
Daily Visitors' Ticket for One Person .... „ 1

None but Season [illegible] on the Opening Day.

G. W[illegible]
RIE[illegible]
RAG[illegible]
ARI[illegible]

Bombay, 18th Fe[illegible]

Perfectly [illegible]

ELECTRO[illegible]
NECKLACES

are strongly recommended for all Children during the period of dentition. They have been successfully used in the Families of Their Royal Highnesses

THE CROWN PRINCE OF GERMANY.
THE PRINCE FREDERICK CHARLES OF PRUSSIA.
THE PRINCE GEORGE OF SAXONY.

Cash Re. 1-0. Credit Re. 1-2,
of the appointed Agents,
TREACHER & COMPANY, (LD.),
BOMBAY, BYCULA, AND POONA.

THE MAZAGON MANUFACTURING COMPANY, LIMITED.

NOTICE is hereby given, that an EXTRAORDINARY GENERAL MEETING of the SHAREHOLDERS of the Company will be held on SATURDAY, the 1st day of March 1879, at 3 p m., at the Registered Office of the Company, No. 33, Elphinstone Circle, within the Fort of Bombay, when the following Special Resolutions will be proposed :—

That the dismissal by the Directors of Nursey Kesowjee from the office of Secretary, Treasurer, and Agent, of the Company upon the grounds stated in Mr. Jemsetjee Cursetjee Cama's letter of the 20th of January 1879 be approved and confirmed and that the agreement of the 28th day of February 1878 between the Company and Nursey Kessowjee be rescinded on the like grounds.

That Clause 4 of the Memorandum and the Schedule annexed thereto be cancelled.

That from Clause 3 of the Articles of Association the words "and the Schedule to the Memorandum and Articles of Association" be omitted.

That from the said Clause 3 the words "Schedule means the Schedule A annexed to the Memorandum and Articles of Association" be omitted.

That from the said Clause 3 the words "Treasurer and Agent" be omitted.

That from Clauses 29, 30, and 31 of the Articles of Association the words "Secretary, Treasurer, and Agent" be omitted, and in lieu thereof the words "Directors" be inserted.

That from Clause 49 of the Articles of Association the words "and countersigned by the Secretary, Treasurer, and Agent" be omitted.

That from Clause 60 of the Articles of Association the words "by the Secretary, Treasurer, and Agent or by such other" be omitted, and in lieu thereof the words "by such" be inserted.

That Clause 83 of the Articles of Association be cancelled.

That from Clause 84 of the Articles of Association the words "inclusive of the Secretary, Treasurer, and Agent" be omitted.

That from Clause 85 of the Articles of Association the words "including the Director ex-Officio" and the words "other than the Director ex-Officio" and the words "for the space of one month next preceding the date of his appointment" and the words "including that of the Director ex-Officio" be omitted.

That from Clause 86 of the Articles of Association the words "and Nursey Kessowjee, the Secretary, Treasurer, and Agent, the Director ex-Officio" be omitted.

That from Clause 87 of the Articles of Association the words "other than that of the Director ex-Officio" be omitted.

That from Clause 88 of the Articles of Association the words "and the Director ex-Officio both of whom shall retain the office of Directors" be omitted, and in lieu thereof the words "who shall retain the office of Director" be inserted.

That from Clause 90 of the Articles of Association the words "other than that of the Director ex-Officio" be omitted.

That from Clause 91 of the Articles of Association the words "the Director ex-Officio and" be omitted.

That from Clause 96 of the Articles of Association the words "by delivering such notice to the Secretary, Treasurer, and Agent" be omitted.

That from Clause 97 of the Articles of Association the words "Secretary, Treasurer, and Agent" be omitted.

That from Clause 98 of the Articles of Association the words "except the Secretary, Treasurer and Agent" be omitted.

That from Clause 99 of the Articles of Association the words "Treasurer" and "Agent" be omitted.

That from Clause 101 of the Articles of Association the words "with the assistance of the Secretary, Treasurer, and Agent" be omitted.

That from Clause 102 of the Articles of Association the words "and the Secretary, Treasurer, and Agent and his nominee" "and the same shall be exercised in the manner provided by these Articles and the Agreement mentioned in the Schedule to the Memorandum and Articles of Association" be omitted and in lieu thereof the words "and the same shall be exercised in the manner provided by these articles" be inserted.

That from Clause 103 of the Articles of Association the words "or by the Secretary, Treasurer, and Agent or his nominee" be omitted.

That from Clause 105 of the Articles of Association the words "including the Secretary, Treasurer, and Agent" be omitted.

That Clauses 116 and 117 of the Articles of Association be cancelled, and in lieu thereof the following Clause be inserted: "The Board from time to time shall appoint Secretaries or a Secretary subject to the control and supervision of the Directors, and the Board shall from time to time fix the remuneration or allowance to be made to the Secretaries or Secretary and define the duties incidental to such office."

That from Clause 118 of the Articles of Association the words "the Secretary, Treasurer, and Agent and any nominee, to be appointed by him under the terms of his said agreement" be omitted, and in lieu thereof the words "the Directors" be inserted and that from the same Clause the words "as the Secretary, Treasurer, and Agent thinks fit" be omitted, and in lieu thereof the words "as the Directors think fit" be inserted.

That from Clause 127 of the Articles of Association the words "as may have been passed by the Secretary, Treasurer and Agent or any person authorised by him" be omitted.

That from Clause 141 of the Articles of Association the word "Secretary" be omitted, and in lieu thereof the word "Directors" be inserted.

That the whole of the Schedule A annexed to the Memorandum and Articles of Association be cancelled.

By order of the Board of Directors,

J. GORDON.

Bombay, 18th February 1879.

COMMERCIAL INTELLIGENCE.

SATURDAY EVENING, 22ND FEB. 1879.

A SOMEWHAT more cheerful tone has been apparent in business this week, partly owing to better advices from Home, but mainly to an improving state of matters locally. The Piece Goods market has shown more life than for some time previously, whilst arrivals of Cotton are on the increase, and the reports respecting other descriptions of export produce are rather more encouraging. As compared with an ordinary season the extent of trade actually going forward is still very small, but after the extreme depression of the past few months it is something to see even a promise of more activity, and the mere fact of the outlook being better has an important effect on the markets not immediately connected with the foreign trade of the port. Government Paper, for instance, has taken a decided upward turn, and shares of all kinds, but more especially Spinning Mills, have recovered materially. As regards the latter, however, it is perhaps unfortunate that the turn should have come already, as it must be very apparent that there is no solid bias for Mill shares rising at present. We have still to face the depressing effect which the sale of a number of the Mills now in liquidation must necessarily create, whilst the going concerns are generally believed to be earning no profit from their working.

MONEY.—The last published return of the Bank of Bombay for the week ending on the 15th instant was decidedly more favourable, the Cash Balance showing an increase of 13 lacs notwithstanding withdrawals of nearly 8 lacs from the Government account. No change in rates of discount has been made during the week, nor was any expected, as although the feeling outside is better and against the probability of a rise at the moment the certainty of a materially increased export trade at an early date renders a reduction still more improbable.

EXCHANGE.—The transactions in Sterling during the week have been small, but the market has been firm with a hardening tendency throughout, and at the close we show a rise of 3-16d. to ¼d. per rupee on last Mail's quotations. Business opened on Tuesday morning on the basis of 1s. 7½d. for demand bank drafts, and during the day a rise of 1-16d. was established. On Wednesday rates were firm, but pending the result of the weekly Council drawings no change took place. The general expectation here was that the average rate of allotment would be about 1s. 7½d., and on Thursday morning, when it became known that the whole 45 lacs had been taken up for Calcutta at 1s. 7 5-16d., and that Bar Silver had advanced in sympathy from 49 13-16d. to 50d. per oz., a further advance of 1-16d. was made. Friday brought us quotations of 50⅛d. for Silver, and although no change took place in bank paper, private bills were quoted 1-16d. higher, and on Saturday the tendency of the market was again against sellers although not perhaps quotably so. Rates closed as follows :—Bank Bills on demand 1s. 7⅜d. to 13-32d. ; 6 months' sight 1s. 7½d. Credits 3 months' 1s. 7⅝d. ; 6 months' 1s. 7 15-16d. ; Documents 3 months' 1s. 7 15-16d. ; 6 months' 1s. 8d. per rupee.

Although at the close the market is undoubtedly firm at these quotations, there is a strong indisposition on the part of sellers to believe in the permanency of the advance, which is put down as mainly due to the operations of one bank which is further credited with having taken up the whole of the council drafts at last biddings. We do not think, however, that full allowance is made by people who express this opinion for the natural tendency to reaction from the low point to which rates had previously fallen, nor, for the fact, that although export operations are still small and bills scarce, we must soon see a very material change in this respect at an early date for which the banks are bound to provide. Even now we are at a comparatively low level of exchange, and while Silver may prevent any very extensive rise, there is certainly room for a moderate improvement in the value of the rupee betwixt now and the monsoon.

The price of Gold has fluctuated during the week in sympathy with Exchange, but there has not been much bought for export. The highest price touched in the early part of the week was Rs. 19-8, from which it declined to Rs. 19-6, and closes at Rs. 19-6-6 per tola for 100 touch.

On Calcutta the rate for demand drafts has risen to 3-16 per cent. premium, and for 60 days' sight to 1½ per cent. discount.

On China there is nothing whatever doing and it is impossible to quote a reliable rate. From Hongkong the latest quotation for 6 months' sight Bank Bills on London is 3s. 7⅞d. per dollar and from Shanghai 5s. per tael.

GOVERNMENT SECURITIES.—Owing to an advance in prices in London coupled with an improved feeling in the money market here, there has been a fair demand for paper throughout the week, and rates have steadily advanced. We now quote—Fours, Rs. 94½ ; New Fours-and-a-half, Rs. 100 to Rs. 100⅛. At this level there are buyers but few sellers.

SHARES.—An improving tendency was apparent in the early part of the week, and with the exception of a slight reaction on Thursday, has continued up to the close. In *Banks* the only movements have been in Bank of Bombay which are 3 per cent. higher on the week, closing at Rs. 670 or 34 per cent. premium. In *Land* Companies the rise has been confined to Colabas, which are Rs. 65 higher. Port Cannings have declined Rs. 10. *Press* shares are somewhat irregular. We quote a rise of Rs. 30 in Albert Company of Kurrachee, Rs. 15 in Berar, and Rs. 10 in Sind Press, whilst there has been a decline of Rs. 25 in Sind and Punjaub, Rs. 75 in Fort Press, Rs. 15 in Bellary, and Rs. 2½ in Mofussil. It is in *Spinning* Mill shares, however, that the improvement is most noticeable, not only as regards the extent but from there being less reason for a rise than in other securities. Some of the Companies have made and will pay small dividends for the half-year ending 31st December, but since then matters have not improved, the working time having been reduced by two days a week, which alone is sufficient to turn a working profit into a loss. We quote a rise of Rs. 250 in Alliance, Rs. 95 in Madras United, Rs. 80 in Great Eastern, Rs. 75 in National, Rs. 70 in Khandeish and Soonderdass, Rs. 55 in Manockjee Petit, Rs. 45 in Morarjee Gocooldass and Oriental, Rs. 35 in Khutao Muccunjee, Rs. 30 in Hindustan, Rs. 25 in Jewraz Balloo and Bombay United, and Rs. 5 per share in Dhurrumseys. Amongst *Miscellaneous* Companies there have been no changes except in Bombay, Burmah Trading Co.'s shares.

PIECE GOODS.—The slightly improved tone which we noticed in writing for last mail, has gained strength during the week, and we have on the whole had more actual business doing in the bazaar than for some months past. Dealers have been much too free sellers to admit of any decided improvement in prices, but as stocks are being steadily reduced and shipments from England latterly have been quite moderate, it is by no means unlikely that a turn may set in at no distant date. The least symptom, however, of larger supplies from home again would be sufficient to check any upward tendency, as the actual consuming power of the country has been so reduced that nothing but the actual pressure of light stocks would permanently support higher values.

GREY GOODS—In Shirtings the demand has run chiefly on the lower makes of 40 and 45 inch, and for such, slightly better prices have in some cases been obtained, but the better qualities have also met an improved sale and stocks which were previously excessive have been slightly reduced. Of 50 and 60 inch cloths the sales have not been large. Printers have found a fairly ready sale, but not at any higher prices. In Madapollams a considerable business has been done. Buff Ends are again slightly lower in price, but other kinds are unchanged. Jacconets have been pretty freely dealt in, but so far without bringing better rates. In Mulls but a small business has been done at unchanged prices. Dhoties are going off more freely, but supplies are as yet too far in excess of the demand to allow of values improving. *Bleached Goods* generally have been in decidedly better request and large clearances have been effected during the week. The descriptions most in demand have been Shirtings, Jacconets, Tanjibs and Mulls for which fully previous quotations have been obtained. There is no improvement to notice in either *Dyed and Printed* or *T Red* Goods. Of the latter supplies are large, and dealers are very willing sellers even at a concession in price. *Local* made cloths are still depressed and difficult of sale, the enormous accumulation of stocks preventing any tendency to improvement.

TWIST.—The extent of business passing in English Yarns continues small in the extreme, and the market remains very quiet at former quotations. Stocks are comparatively large. Of local Yarns sales continue difficult and the quotation for 20s. Mule standing at 6½ annas per lb.

METALS :—*Copper*.—A more active business has been doing latterly and we have to note an advance of As. 8 per cwt. in Braziers. For *Yellow Metal* the demand has also improved materially but prices are unchanged. *Iron* continues dull under the influence of the large stocks now available. Square Nail Rods are quoted Re. 1 per candy higher but other kinds are unchanged.

COALS.—The business of the week has been confined to small retail lots sold on the bandar, no transactions to arrive having been reported. Prices are nominally lower, say :—

Davison's West Hartley	Rs. 20½ to Rs. 21	alongside
Laird's Welsh Hartley	,, 19 to ,, 19½	,,
Watson's Hartley	,, 19 to ,, 19½	,,
Cardiff	,, 20½ to ,, 21	,,

COTTON.—During the first half of the week dull accounts from Liverpool caused an extremely slow market here, next to nothing was done for export, and prices gave Rs. 4 to Rs. 5 per candy for ready and Rs. 3 to Rs. 4 for future delivery. A slight falling off in the receipts at the American ports, however, has imparted a firmer tone to Liverpool, and as usual our market has not been slow to respond, as notwithstanding the absence of any rise at home, and the fact that Exchange in the interval has advanced ⅛ per cent., prices for future delivery have recovered Re. 1 to Rs. 2 per candy of the previous fall. Ready Cotton however has not participated in the recovery, on the contrary it is now obtainable at about the same price as for March delivery, and it seems pretty evident therefore that there will be no such squeeze for this month's deliveries as there was for last.

The purchases reported in Bombay during the week only sum up about 6,000 bales in all, of which about 1,000 bales were made up of old Dholleras and Comptas for local consumption, and 5,000 bales of New Omras for export.

The *Receipts* to date show the following comparisons with the two previous seasons :—

	1879.	1878.	1877.
For the Week	20,810	33,588	24,407
Since 1st Sept.	188,463	315,139	296,772

As compared with last week the arrivals into Bombay have only been 400 bales more, but into the upcountry markets Omras have been arriving much more freely. Of Broach we have received nothing but a few sample bales so far, but another fortnight should bring us fair supplies of this description. Slight showers have fallen in Broach, and thunderstorms with rain are reported from the Berar districts, but from what we can learn no damage worth mentioning has been done to the Cotton crop. From Dholleras in the north and Dharwar in the south reports are in no way changed, and we have nothing therefore as affecting in any way the extent of our crop estimates.

Clearances for Sea during the week have been 15,223 bales, making a total of 58,564 bales since 1st January, as against 108,663 bales for the corresponding period last year.

The following are to-day's quotations for full pressed Cotton with equivalents in Sterling, Cost, and Freight to Liverpool via Canal, without Commission :—

	Per Candy.	Per lb. C. & F.
New Good Hinganghaut Ready	Rs. 209	= 5½d.
,, F.G.F. do. do.	,, 205	= 5⅜d.
,, Good M. G. Broach March delivery	,, 204	= 5⅜d.
,, ,, Oomra Ready ,,	,, 191	= 4 13/16d.
,, ,, Do. March ,,	,, 189	= 4¾d.
,, F.G.F. Do. Ready ,,	,, 184	= 4⅝d.
,, ,, Do. March ,,	,, 181	= 4 9/16d.
,, G. F. Do Ready ,,	,, 178	= 4½d.
,, Do. Do. March ,,	,, 177	= 4½d.
,, Good Dhollera April ,,	,, 192	= 4⅞d.
,, F.G.F. Do. ,, ,,	,, 187	= 4¾d.
,, G. F. Do. ,, ,,	,, 182	= 4⅝d.
,, Ginned Dharwar April delivery		No quotation.
,, Compta do.		No quotation.

The visible supply of cotton for all Europe on the 21st instant compares as follows with the two previous years :—

	1879.	1878.	1877.
Total supply of all kinds.	2,440,000	2,653,350	3,012,100
,, ,, Surats.	192,000	196,890	285,520
For the U. K. only the figures are :—			
Stock in Liverpool	503,000	626,190	848,980
Do. London	59,000	14,220	87,380
American afloat	300,000	257,000	395,000
E. Indian ,,	54,000	40,000	82,000
Total	916,000	937,410	1,363,360
Price of Mid. Orleans	5¼d.	6⅜d.	6¾d.
,, Fair Dholleras	4 5-16d.	5⅛d.	5⅛d.
Difference	1 13-16d.	1¼d.	1⅝d.

The American crop figures to date give the following comparisons with the two previous seasons :—

	1879.	1878.	1877.
Week's Receipts	133 000	106,000	86,000
,, Export to U. K.	70,000	79,000	48,000
,, ,, Continent	59,000	52,000	28,000
Total Receipts since 1Sept.	3,707,000	3,466,000	3,491 000
,, Exports to U K	1,346,000	1,241,000	1,447,300
,, ,, Continent.	999,000	801,000	696,300
,, Stock at the Ports.	820,000	891,000	878,000

SEEDS.—*Linseed* continues in active request, and for the small supplies of inferior quality now available there are ready buyers at Rs. 6-6 to Rs. 6-7 per cwt. For *Rapeseed* the demand is also strong, and the rate has advanced to Rs. 6-14 per cwt. For new crop, April delivery, the nominal quotation is Rs. 7-2 per cwt. In *Gingelly* a considerable business is passing at Rs. 39 to Rs. 41-8 per candy according to quality.

BOMBAY BILL AND STOCK LIST.

BANKS.

Bank.	No. of Shares.	Noml. Value p. sh.	Paid up.	Last Dividend.	Cash Rates per Share.
		Rs.	Rs.	p. a.	
Agra Bank	100,000	100	all	6 p. ct	130
Bank of Bengal	40,000	500	all	4 do	715
Bank of Bombay	20,000	500	all	5 do	670
Bank of Madras	60,000	500	all	3 do	640
National Bank of India.	37,320	£25	£12-10	6 do	109

SPINNING AND WEAVING COMPANIES.

Albert Mills	406	2,000	1,700	—	50
Alexandra S. and W. Co.	2,250	415	all	25 p.s.	15
Alfred Mills Co.	350	1,000	1,000	50 p.s.	900
Alliance Spinning	500	2,500	all	55 p.	1,200
Anglo-Indian S. and W. Company	80,000	100	100	2 p.ct	60
Showbnuggur M. and P. Company	300	2,000		40 p.s.	800
Bombay United	900	1,000	all	35 p.s*	675
Bombay Hemp and Jute Mill Company	2,000	800	all	15 p.s*	55
Broach Mills	1,800	150	all	10 p.s*	4
Colaba S. and W. Co.	900	1,000	all	25 p.s*	40
Coorla S. and W. Co.	1,000	1,000	all	30 p.s*	700
Central India S. and W. Company	2,500	500	all	30 p. s.	500
Dhurumsey Spinning	3,000	2,000	all	35 p.s*	305
Empress S. and W. Co.	700	500	400	—	375
Fleming S. and W. Co.	3,750	500	all	40 p.s*	20
Great Eastern	1,400	1,000	all	20 p.s*	730
Hindustan S. & W. Co.	875	1,000	all	30 p.s.	680
Hydrabad S. and W. Co	700	1,000	1,000	—	475
Jewraj Balloo Mills	750	1,000	all	35 p.s*	575
Khandeish Spinning	750	1,000	all	50 p.s*	720
K. Muconjee S. & W. Co.	1,000	1,000	all	50 p.s*	485
Madras Spinning	800	1,250	all	Nil	400
Madras U. Spinning	425	1,000	all	70 p.s*	1,070
Manchester & Bombay S. and W. Co.	80,000	50	50	..	5
Mandvie S. and W. Co.	1,200	500	all	25p.s*	15
Manockjee Petit's	2,500	1,000	all	40p.s*	980
Morarjee Spinning	1,043	1,000	all	30 p.s*	835
Mazagon S. and W. Co.	2,000	5,000	..	..	145
National S. and W. Co. of India	950	1,000	all	30 p.	575
Neriad S. and W. Co.	400	1,000	all	—	10
Nicol Press Manufacturing Co., Ld.	600	2,000	all	—	5
Nursey S. and W. Co.	2,500	400	all	10 p.s*	10
Oriental	1,000	625	all	25 p.s*	545
Prince of Wales Spinning	600	1,250	all	75	300
Sassoon S. & W. Co.	1,500	1,000	all	25 p.s.	700
Soonderdas Spinning	650	1,000	all	75 p.s.	470
Do do. ½ Share	500	1,000	250	125 p.s.	200
Sholapore S. and W. Co.	500	1,000	all	20 p.s.	600
Victoria Mills	550	1,000	all	25 p.s.	500

* Per Share or the half-year.

PRICES OF BULLION, &c.

Sovereigns, each	Rs. 12-5
Carolus	,, 224
Mexican Dollars	,, 222
Five-Franc Pieces	,, 240
Bar Silver, 17 to 17½ betterness	,, 106-7
Gold Leaf	,, 19-5
Bar Gold, 10 oz. English, 100 touch	,, 19-6-6
Australian Gold, 100 touch	,, 19-6-6
Pekin Gold Bars	,, 19-4-0

GREAT INDIAN PENINSULA RAILWAY.

Statement of Traffic for the week ending 15th February 1879. Open 1,268¾ miles.

	Rs.	a.	p.
Coaching	1,05.113	0	0
Merchandize	5,27,536	0	0
Telegraph	949	0	0
Total Rs.	6,33,598	0	0
Corresponding week last year, open 1,268¾ miles ... Total Rs.	7,12,069	12	6
Decrease	78,471	12	6

BANK OF BENGAL.

THE following is the statement of the affairs of the Bank of Bengal for the week ending 18th February compared with that for 11th February :—

LIABILITIES.	11th Feb. Rs.	A.	P.	18th Feb. Rs.	A.	P.
Capital	2,00,00,000	0	0	2,00,00,000	0	0
Reserve Fund	20,27,480	0	0	20,25,095	0	0
Treasury Balance	2,08,80,003	15	5	2,21,73,396	12	6
Other Deposits	2,59,64,568	3	2	2,55,70,570	7	6
Bank Post Bills, &c.	17,23,918	8	9	22,72,847	0	10
Sundries	7,64,357	6	9	8,07,306	13	9
Rs.	7,13,60,328	2	1	7,28,49,216	2	7
ASSETS.	Rs.	A.	P.	Rs.	A.	P.
Government Securities	78,99,760	8	0	74,54,245	8	0
Loans on Govt. Securities.	60,88.144	14	10	56,89,637	8	4
Credits on ditto	88,91,430	0	7	97,00,160	2	0
Bills Discounted	1,75,75,811	12	9	1,93,90,466	3	2
Balances with other Banks	8,30,992	0	1	6,28,979	0	6
Bullion						
Dead Stock	9,78,282	0	6	9,77,234	5	5
Stamps	7,368	4	0	7,186	14	0
Sundries	2,92,822	2	9	2,79,914	12	4
Cash at Head Office	90,13,207	15	3	94,89,448	10	5
Do. at Branches	1,97,82,508	7	4	1,92,31,943	2	5
	7,13,60,328	2	1	7,28,49,216	2	7

SHIPPING INTELLIGENCE AND LISTS OF PASSENGERS BY SEA.

HER MAJESTY'S s. s. LYNX, Captain F. Ommaney, sailed on Saturday last for Aden.

THE B. I. S. N. Co.'s s. s. VINGORLA, 315 tons, Captain R. D. Dougherty, will sail to-day for Kathiawar Coast and Kurrachee, with a general cargo and 101 deck passengers.

THE SHIP VICTORIA, 1,349 tons, Captain R. Bayley, arrived in harbour on the 21st inst. from Cardiff, 16th Oct., with a cargo of 1,886 tons coals. The vessel is consigned to the Captain.

THE SHIP ARDUNCLUTHA, 1,222 tons, Captain J. Duncan, arrived in harbour on the 22nd inst. from Liverpool, 26th Oct., with a cargo of 1,824 tons coals. The vessel is consigned to the Captain.

THE SHIP GOVERNOR WILMOT, 1,610 tons, Captain G. Lowe, arrived in harbour on the 22nd inst. from Liverpool, 2nd Oct., with a cargo of 2,505 tons coals. The vessel is consigned to the Captain.

THE S. S. OORUN, 162 tons, Captain G. J. Baker, arrived in harbour on Saturday last from Coast and Cutch, with a general cargo and 215 deck passengers. She will sail to-day for same ports with 225 deck passengers.

THE B. I. S. N. Co.'s s. s. ETHIOPIA, 1,314, tons, Captain R. Henderson, sailed on saturday last for Coast and Calcutta, with a general cargo and the following passengers :—Mrs. Laird and child Mr. L. Stewart, Rev. Rassi, Rev. Diamanti, Surg. Major K. W. Cumming, Miss Macpherson. Mrs. Byeds, Mr. and Mrs. Aboobucker, Mr. Jamsetjee Dinshaw and 20 deck passengers.

ARRIVALS.

Feb.	Vessels.	Commaders.	From.
21	Victoria	Bayley	Cardiff, Feb 19.
22	J. G. Dalhousie (s).	Powell	Kurrachee, Feb 19.
	Arduncluth	Duncan	Liverpool, Oct 26.
	Governor Wilmot	Lowe	Liverpool. Oct 2.
	Oorun (s)	Baker	Madvee, Feb 20.

DEPARTURES.

Feb.	Vessels.	Commanders.	Destination.
22	Standard (s)	Lyan	Rangoon.
	Ethiopia (s)	Henderson	Coast and Calcutta.
	H. M. S. Lynx	Ammaney	Aden.

The following vessels obtained their port clearences on Saturday last :—
Steamer Vingorla, Dougherty, to K. Coast and Kurrachee.
Steamer Oorun, Baker, to Coast and Cutch.

CALCUTTA.

ARRIVALS.

Feb. 18 Socotra (s) ..... Flower ..... Bombay, Jan 26.

DEPARTURES.

Feb. 18—Steamers Madras and Byculla. Barque Roanoke.

PASSENGERS.

Per Socotra—Major Sconce, Mr Friconcan, Rev W B Drawbridge, Mrs Agno and child, Miss Sutherland, Miss Nina Agno, Miss Winterscale, Miss Baker, Miss Thomson and brother and Mr C Driving.

MADRAS.

ARRIVALS.

Feb.		
19 Adelaide		Jaffna.

DEPARTURES.

Feb.		
19 Almora (s)		London.
20 Caroline		Seeking.
Adelaide		Akyab.
21 Bowdon		Calcutta.

DAILY IMPORTS.—FEBRUARY 22.

FROM LIVERPOOL.

City of Baltimore s—3,029 bars iron, Shaikbhoy Essoofbhoy.
Macedonia s—9 cakes glassware, Jaffer Rehimtoola.
Columbia s—300 sheet iron, Jemsetjee Cursetjee and Co.
Speke Hall s—14 cases biscuits, Dawoodbhoy Abdool Hoosein; 35 cases porter, Dhunjeebhoy Cowasjee.

FROM LONDON.

Presnitz s—50 cases whiskey, Sorabjee Cowasjee; 3,268 bar iron, Ritchie, Steuart, and Co.
Avondale s—5 hogsheads portwine, Jamsetjee Nowrojee.
Japanese s—18 bundles and 9,051 bars iron, Shaikbhoy Essoofbhoy.
Venetia s—17 cases varnish and 1 cask persean read, Tyebally Shuriffally.
Thibet s—8 packages medicine other sorts, Heerjee Mooljee.
Macedonia s—2 packages paint of sorts and 4 casks white lead paint, Tyebally Chandabhoy.
British Statesman s—75 cases brandy.

DAILY EXPORTS.—FEBRUARY 22.

FOR LIVERPOOL.

Evesham s—Abbey, 100 bales cotton, Peel, Cassels and Co.
Bellona s—4 bales wool, Shamjee Narranjee and Co.
Speke Hall s—1,000 cwts bones, Abramovitz and Co; 21 bales wool, Dossabhoy Pestonjee Khumbatta.

FOR LONDON.

Oribe s—50 cwts coir ropes and 80 cwts coir yarn, Madhowjee Ghella; 160 cwts hingda, Rujubally Alliruza.
Estepona s—4 bales skins, Hajee Woosman Hajee Joosub; 20 cwts ginger, Khulfanbhoy Daima; 187½ cwts ginger, Currumsee Khetsee; 17½ cwts E teeth, Moolchund Jewraj; 25½ cwts E teeth, Moolchund Jewraj.
Scotland s—11 bales hides, Cassum Essa and Co; 9 bales skins, Edward Bates and Co.
Pekin s—11½ cwt E teeth, Runchorlall Geerdhurlall; 2½ cwts E teeth, Shuriff Durvesh; 2 boxes gold bars (Rs 1,16,700), The Oriental Bank; 5 cwts E teeth, Mamedjee Hajee Adamjee.

FOR HAVRE.

Scotland s—1,000 bales cotton, Gaddum and Co; 200 bales cotton, Ralli Brothers; 500 bales cotton, Ritchie, Steuart and Co; 31 bales cotten, Moolchund Motichund; 250 bales cotton, Peel, Cassels and Co.
H H McGilvery s—100 bales cotton, W and A Graham and Co.

FOR MARSEILLES.

Australia s—100 bales cotton, E Spinner and Co.
Macedonia s—500 bales cotton, Volkart Brothers.

FOR GENOA.

Macedonia s—93 bales cotton, Peel, Cassels and Co.
Australia s—1,000½ cwts linseed, Killick, Nixon and Co; 1,600½ cwts gingellyseed, Peel Cassels and Co; 100 bales cotton, E Spinner and Co.

FOR NAPLES.

Australia s—300 bales cotton, E Spinner and Co.

FOR VENICE.

Venetia s—33 bales cotton, Peel, Cassels and Co; 100 bales cotton Ralli Brothers.

FOR TRIESTE.

Venetia s—300 bales cotton, E Ralli Brothers.
Presnitz s—300 bales cotton, E Spiner and Co.

FOR CONSTANTINOPLE.

Diana s—9½ cwts indigo, Knoop and Co.

FOR PORT SAID.

Diana s—50 bags pepper, Mahamed Ally Bbram.

MILITARY INTELLIGENCE.

ARRIVALS.—FEBRUARY 20.

Ducat, Lieut Col, Judge Adocat Dept, on leave from Mhow.
Worsley, Lieut-Col, R A, on duty, from Kirkee.

FEBRUARY 21.

Wilson, Lient-Col, Rifle Brigade, on sick leave, from Peshawar.

DEPARTURES.—FEBRUARY 21.

Selby, Lieut, R E, on duty, to Ahmedabad.
Udmy, Major, Staff Corps, to rejoin, to Calcutta.
Mansel, Lieut, 8th Infantry, on duty to Umballa.

FEBRUARY 22.

Cumming, Surg Major, on duty to Cannanore.
Anderson, Lieut, Poona Horse, from leave, to Serur.
Hughes, Lieut, R H A, on duty to Kohat.
Down, Lieut, 13th Bombay N I, from leave, to Mhow.

FEBRUARY 23.

Hatch, Major General R A, on duty, to Poona.

BOMBAY ARMY ORDERS.

BY HIS EXCELLENCY THE COMMANDER-IN-CHIEF,
Adjutant General's Office, Head-Quarters,
Poona, 21st February 1879.

Captain J C Robson, M-1 R A, is appointed to do duty with C-2 R A temporarily.

The following transfers of Medical Officers are ordered :—

Surgeon T E Worgan from General duty Presidency Division to General duty Sind Division.

Surgeon D A Gomes from General duty Presidency Division to General duty Northern Division, for duty with the Wing 26th N I ordered to Deesa, returning to Bombay on completing the duty.

Surgeon H P Jervis from General duty Poona Division to General duty Presidency Division.

With reference to G G O No 173, 12th instant, Surgeon Dane is transferred from the Presidency Hospital Baroda to General duty Presidency Division.

The undermentioned officers returned to duty by permission of the Secretary of State for India on the dates specified :—

Lieut Col W T Mills, Staff Corps, Wing Commander 30th N I, and Major C C Pemberton, Staff Corps, 13th Feb ; Major T W Sanders, Staff Corps, Sub Assist Commissary General, 27th Dec ; Captain A M Hogg, Staff Corps, 2nd in Command, 2nd Sind Horse, and Captain I N S Kirkwood, Staff Corps, Wing Officer, 2nd Infantry, Hyderabad Contingent, 16th Feb ; Captain L F Heath, Staff Corps, Adjutant 3rd N L I, 15th Jan.

The undermentioned are reported to have passed the required examination in Hindustani :

Higher Standard, Surgeon L J Goldsmith, Indian Medical Department. Lower Standard, Lance Sergeant R S Johnson, Privates J Barnes and J E Hindes, 2-11th Foot, Second Lieut W B Piers, 2-15th Foot, Act Sub Conductor J Lacey, Ordnance Department, Surgeons H Adey and P J Damania, I M D.

The following Orders are confirmed :—

Regimental Order dated 13th Feb by the officer Commanding Royal Artillery, Bombay District, appointing Lieut G M Stevens, Acting Gunnery Instructor, vice Arbuthnott.

8th N I,—Regimental order dated 7th Feb directing Lieut andwith, officiating wing officer, to perform the duties of Quarter Master in addition to his own, vice Lieut Fordyce, proceeding on leave.

9th N I—Regimental order dated 28th Jan directing Lieut Proudfoot, Adjutant, to perform the duties of Quarter Master in addition to his own, vice Lieutenant Godfrey.

Regimental order dated 5th Feb directing Lieut Proudfoot to officiate as wing Commander in addition to his other duties, as a temporary measure (no other officer being available), vice Major Coles proceeded on furlough.

Major Mignon, 26th N I, held charge of the depot 1st N I at Ahmedabad in addition to his own duties from the 20th to the 28th Jan.

Lieut O'Sullivan, R E, Doing duty officer S and M, officiated as Quarter Master from the 6th to the 30th Dec.

The undermentioned officers have leave of absence :—

Lieut G H C Robertson to Bombay and thence to England from date of embarkation, to appear before a medical Bord.

11th Regt N I, Major G G H Fulton to remain at Bombay from 15th Feb to 14th March, in extension, on medical certificate.

23rd Regt N L I, Captain F T Ebden to remain at Bombay from 25th Feb to 24th March, in extension, on medical certificate.

26th Regt N I, Captain C J A Yates to remain at Mahableshwar, from 10th Feb to 11th March, in extension on medical certificate.

OVERLAND SUMMARY OF THE BOMBAY GAZETTE.

(Compiled for despatch by to-day's Mail.)

Price—As. 4 per Copy.

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DOMESTIC OCCURRENCES.

[THE CHARGE FOR NOTIFYING A DOMESTIC OCCURRENCE IS TWO RUPEES. THE ANNOUNCEMENT MUST BE AUTHENTICATED.]

BOMBAY.

BIRTHS.

GRANT—February 23rd, at Malabar Hill, the wife of Mr. J. H. Grant, C. S., of a daughter.

OTHER PRESIDENCIES.

BIRTHS.

BAND—February 13th, at Darjeeling, the wife of A C Band, prematurely of a daughter, still-born.
DUNCAN—February 11th, at Rawul Pindi, the wife of Surgeon-Major J Duncan, XIth Regiment B I, of a son.
HALLIDAY—February 18th, at Bankipore, the wife of Fred M Halliday, Esq, B C S, of a daughter.
LUXMOORE—February 19th, at Madras, the wife of Major C T P Luxmoore, of a son.
PLATTS—at Chittagong, St Valentine's Day, the wife of F T Platts, Esq, of a dauhter.
WELDON—February 17th, at Allahabad, the wife of Mr C A Weldon, of a son.
WATSON—February 18th, at Bellary, the wife of Major C J Watson, H M's 21st Regt, M N I, of a daughter.

MARRIAGES.

CLARKE—RADFORD—February 19th, at the Wesleyan Chapel, Saint Thomas' Mount, Staff Sergt and Asst Overseer Thomas Clarke, Ordnance Department, to Alice Caroline, second surviving daughter of the late Sergt.-Major Charles Radford, 23rd Brigade R A.
MERCER—GILL—February 19th, at St George's Cathedral, Madras, by the Venerable Archdeacon Drury, J C Mercer, of Ootacamund, to Madame C Gill.
WALE—RUSSELL—February 11th, at Goojranwalla, by special licence, by the Rev. A N W Spens, Chaplain of Sealkot, T E Wale, Assistant Locomotive Foreman, Jhelum, to Mary, eldest daughter of Mr. and Mrs. Frank Russell, of Wazirabad.

DEATHS.

BAND—February 18th, at Darjeeling, the wife of A. C. Band, aged 27.
COURTNEY—February 10th, at Peshawar, Surgeon-Major Sydney C. Courtney, Civil Surgeon, aged 43 years.
SMITH—January 25th, at Khelat-i-Gilzai, Major Lionel Smith, 3rd Goorkhas.
SMITH—February 17th, at Calcutta, William Smith, Esq., of Jogapore Factory, Chupra, aged 31 years.

METEOROLOGICAL OBSERVATIONS.

GOVERNMENT OBSERVATORY COLABA,
BOMBAY, 21st February 1879.
Means of observations taken at 6 a.m., 10 a.m., 2 p.m., 4 p.m. and 10 p.m.

Barometer corrected 32 deg. Fah	29·849
Temperature of the Air	75·4
Wet Bulb Thermometer	68·8
Dew Point	65·7
Relative humidity of Air	0·726
Extent of cloudy sky (the whole sky clouded=8).	5·4
Maximum temperature of air (read at 6 p.m.)	81·4
Minimum do. do. (read at 10 a.m.)	67·6
General Direction of Wind	NNE, N, NE, E, NW, NNW, NNE.
Movement of wind in 24 hours	229

NOTICE.

ON the occasion of the BALL at GOVERNMENT HOUSE, MALABAR POINT, FEBRUARY 24th 1879, the WALKESHWAR (MALABAR POINT) GATE of Government House will be CLOSED. Gentlemen are requested to instruct their Coachmen to ENTER by the CHOWPATTEE GATE leading from Bombay.

JOHN S. FRITH,
Aide-de Camp.

Government House, Malabar Point, 22nd February 1879.

ALL MONEY ORDERS, CHEQUES and other Remittances sent to this office should be made payable to the "Proprietor of the *Bombay Gazette*."

The Bombay Gazette

MONDAY, FEBRUARY 24, 1879.

LOOKING at the matter in the light of subsequent experience, we cannot help suspecting that the public of Bombay made a tactical mistake two years ago in not accepting quietly the concession of the broad gauge for the Ahmedabad to Pahlanpur section of the Western Rajputana Railway, instead of being encouraged by it to ask for more. The construction of this additional 100 miles of broad gauge railway would have practically settled the question as to the future gauge of the whole line from Bombay to Delhi, as well as that of the proposed extension from Pahlanpur to Hyderabad in Sind ; for it is quite certain that the evils of break of gauge will be found in practice to be intolerable, and, with more than 400 miles from Bombay to Pahlanpur already given over to the standard gauge, the argument would have been irresistibly in favour of converting the rest of the road to Delhi to the use of the same gauge, and so abolishing any break of continuity between the railway system of Bombay and Madras and that of Hindustan. It is literally true, therefore, that the hopes of the champions of a narrow gauge network of railways in India depended for realization on the assignment to them of the duty of making this particular link ; and possibly, but for the too great zeal of eager advocates of the broad gauge, Sir Richard Temple might have succeeded in getting the Pahlanpur section of the line completed before its cardinal importance was appreciated at Calcutta. But the prominence given to the concession by public discussion in Bombay must have reawakened the vigilance of the Strachey brethren, and let them see that the territory they thought they had conquered was in danger of slipping from their grasp. They have, consequently, redoubled their efforts to bring Western India under the yoke of the narrow gauge ; and it is now clear that they are openly aiming at the extension of their gauge from Delhi and Central India right down to Bombay. They still count upon creating in this way an independent railway system of their own, with the principal seaport of Western India as its terminus ; and they contend that this narrow gauge system will be both cheap to work and free from the objections urged against break of gauge.

On the score of cheapness, Mr. Carroll has, as our readers are aware, shown that the superiority claimed for the narrow gauge does not really exist. It stands to reason, of course, that a line involving heavy bridges and earthworks must cost less money when it is narrow than when it is broad ; and the excessive cost of construction of the Rajputana line must therefore, in all probability, be attributed to the wastefulness of State management. The striking feature of Mr. Carroll's paper is the proof he offers that the proportion of paying traffic is less on the narrow than the broad gauge, and that therefore the latter is the more economical. This is a complete demolition of the case put forward by the champions of a narrow gauge, and we should like to know what answer can be made to it. We have heard it said that it is unfair to draw a comparison between the traffic of a new line like the Rajputana and that of the G. I. P. or the B. B. and C. I., which have been at work for a quarter of a century. But the Rajputana can hardly be called a new line. It started with every advantage in its favour, being connected at Delhi and Agra with the fully developed railway system of Hindustan and the Punjab and having a special traffic in salt created for it. It ought, therefore, to have paid a good dividend in its first half year. As regards the second point, that uniformity can be secured by extending the narrow gauge right down to Bombay, we would point out that this extension would not do away with the necessity for breaking bulk at Delhi or Agra, while it would also be fatal to the interchange of rolling stock between the direct railway to the North-West and the G. I. P. and Madras lines. So keenly are the evils of such a want of harmony in the railway system of any country now appreciated by competent men, that, even if the narrow gauge cost as much as 2,000*l.* a mile less than the other, the additional money would be well spent in giving a uniform gauge to all the trunk lines of India. There can, however, be no saving at all, when narrow gauge rails are laid down on a road constructed for the broad gauge. This is what the State Railway Department is now doing between Ahmedabad and Pahlanpur, and the public meeting of last Friday did well to protest against such a foolish waste of public money. The speakers at the meeting ascribed the blame of this setting aside of the Secretary of State's instructions as to the gauge of the section in question to either Sir John or General Strachey, and the responsibility belongs to both these brothers, who work habitually together for the same ends, and who rule India at their pleasure, one of them being always at home to nobble the Indian Council while the other stays in India to keep the Viceroy in order. Some persons are inclined to believe that pure malevolence is the only motive which inspires the Stracheys in their persistent efforts to prevent Bombay from having any direct communication with the North-West except by means of a railway, which, having regard to the slow rate of speed at which it is possible for trains to run on a narrow gauge line, will practically keep Delhi and Agra as distant from this city as they now are by the roundabout Allahabad route. But we all know that high officials in India are never consciously animated by unworthy feelings. Even when they seem to misjudging outsiders to be discourteous, narrow-minded, pragmatical, and ignorant or disdainful of the true interests of the country, they are really working with all their might for what their quicker intelligence shows them to be our good. Thus, General Strachey, for instance, is a philosopher of the highest class ; and, what one seldom sees out of India, a great administrator besides. He has discovered the railway gauge which is exactly suited to the wants of India ; and, while he will not condescend to argue the matter with a set of stupid traders and irresponsible journalists, he steadily and remorselessly uses all the resources and administrative machinery of the State to give his ideas a practical realisation. Notwithstanding the profound respect which we feel for General Strachey's character, we are sometimes tempted to wonder if it can be good for any country to be governed by men of his stamp, who might themselves be highly organized machines from their utter imperviousness to human sympathy or to advice or argument casting doubts on the excellence of their work. Major Whyte Melville, in one of his books, contends that the sharp bodily tortures which prisoners were condemned to undergo in bygone times were, after all, less hateful and soul-crushing than the pitiless monotony of life in our clean and wholesome modern prisons, in which the science of discip[illegible] is applied with the utmost ingenuity and [illegible] to destroy in a prisoner the very conscious[illegible] of his individual existence. Perhaps hereafte[illegible] impartial historian may in like manner p[illegible] India for having escaped out of the hands of [illegible] pots and freebooters only to fall into th[illegible] of such highly gifted political vivisectors [illegible] the brothers Strachey, and may pronounce [illegible] opinion that less harm was done to the coun[illegible] by Maratha forays than by a skilfully orga[illegible] system of finance and public works which [illegible] no account of the wishes or interests of the pe[illegible].

ALL interest in the Afghan war [illegible] be said to have died out in India. A Ca[illegible]ta contemporary has tried to create a [illegible]le fresh excitement by alleging that Sir Sam [illegible]owne's force is likely soon to make a forward [illegible]ement for the purpose of placing Wali Mo[illegible]med, the half brother of Shere Ali, on th[illegible]rone of Kabul ; but such determined action [illegible]uld imply a resolution on the part of the G[illegible]rnment to conquer and hold all Afghanis[illegible] for an English nominee could not mai[illegible] himself at Kabul without the constant sup[illegible] of English troops,—and, whatever may be the Viceroy's wishes, Lord Beaconsfield appears to be bent on bringing the war to a close without further delay. Certain districts of Afghan territory will be annexed, and the rest of the country left to be governed by any chief who can force the people to accept his rule. This is not a very satisfactory result of a war undertaken for the purpose of putting an end to the uneasiness felt by the Government of India on the ground of the facilities afforded for Russian intrigues by the independent condition of Afghanistan ; but it would be unfair not to acknowledge that something has been accomplished, and that more might have been done if the Prime Minister of England could have had things his own way instead of being held back by public opinion at home. We have not been able to find in any English journal, Whig or Tory, a strong opinion expressed in favour of the complete subjugation of Afghanistan ; and even the extremest partisans of the Ministry do not ask for more than the annexation of Kandahar, while the general feeling seems to be that it will be sufficient for our purpose to keep Jallalabad, Peiwar, and the Pishin Valley. The abandonment of Kandahar would, in our judgment, be a terrible mistake. It is urged that military strategists only ask for Pishin and the Kojuck Pass ; but political and commercial considerations make it extremely desirable that the most populous city of Western Afghanistan should be brought under British rule. All the neighbouring country for at least 100 miles round owns the supremacy of Kandahar ; the revenue derived from the fertile territory in the Arghandab and Helmand valleys must be well worth appropriating ; and, what is more important than all, the city, situated as it is at the junction of the roads to Kabul and Herat, would quickly become the principal depot for trade between the British Empire and Central India. It looks, however, as if the prolonged occupation of Kandahar were not meditated, for General Biddulph has received orders to bring the greater portion of his division, including one regiment of European infantry and one of cavalry, back by the Thal-Chotiali route to Mithankote, and two regiments of native infarty and two batteries of artillery are reported to be on their way down to Jacobabad by the Bolan Pass. An explanation of the Government of India's refusal to sanction the construction of the surface railway from Sukkur to Dadur is afforded by the preference now shown for the Thal-Chotiali over the Bolan Pass route. The former route runs from Mithankote through British and Afghan territory into the Pishin Valley ; and it is not exposed along the greater portion of its length, like the Bolan Pass route to Quetta, to the precarious protection of so doubtful an ally as the Khan of Khelat. It is not unlikely, therefore, that this route will be made the main road of communication between British India and Pishin, and that, while Quetta will be garrisoned as a strong place in support of the force in the Pishin Valley, the Bolan Pass route will be allowed to fall into disuse. There can be no doubt that this route has very serious physical disadvantages, besides the fact that it runs mainly through foreign territory, for after next month the heat in the desert below the Bolan Pass becomes so intolerable as to render military movements absolutely impossible ; and the heat is followed by the rains—so that the road can only be used for five or six months of the year, from October till March. Apparently, the Government of India resolved from the first not to send troops or supplies up regularly by way of Jacobabad ; for nothing was done for three months to improve the communications between Sukkur and Quetta. When Sir Richard Temple reached Sukkur on the 11th of last month, he found accumulated there several lakhs of maunds of stores, with transport animals and carts that could not carry more than half a lakh of maunds a month to Dadur. The old road to Dadur by Lehri had fallen into decay ; and the new road through Bagh had not been improved. Sir Richard and his staff rode to Dadur, where the Brahui chiefs who guard the Bolan Pass, and who had been sulking because they thought their services had been overlooked, were prevailed upon to lend several thousand camels for carrying goods up the Pass to Quetta. In the Pass itself, into which Sir Richard rode a distance of 40 miles, there existed nothing but a camel track, and no preparations whatever had been made to keep troops marching to the front regularly supplied at frequent stations on the route. All this has been changed. General Phayre has brought the road through Bagh into capital order ; and, with the aid of some camels gathered together in Sind and of 2,500 carts manufactured in Bombay and shipped to Kurrachee between Jan. 11 and Feb. 20, has cleared away the accumulation of supplies at Sukkur. The General is now hard at work with some parties of Sappers on the road through the Bolan Pass ; and, whichever route be selected for military purposes, we hope General Phayre will not stop till he has made a good cart road,—no very difficult task to accomplish,—through the Pass to Quetta ; for the main stream of traffic between Kandahar and India must always flow through the Bolan Pass to Sukkur and the sea.

ARRIVAL OF HIS EXCELLENCY THE COMMANDER-IN-CHIEF.

THE Indian Government s. s. Dalhousie, 1,060 tons, Captain W. J. Powell, arrived in harbour on Saturday from Kurrachee, which port she left on the 19th instant, with H. E. Lieut General H. J. Warre, Commander-in-Chief, Lieut Col. W. C. Justice, Military Secretary, Captain A. G. Spencer, A. D. C., Brigadier Genl. H. F. Brooke, Adjt General, Brigadier General, G. B. Burrows, Quarter Master General, and Col. Hogg, Deputy Quarter Master General. A salute of 15 guns was fired from the saluting battery on the occasion.

PASSENGERS BY THE HOMEWARD MAIL.

THE P. and O. Co.'s s. s. PEKIN, Captain W. Woolcott, will sail to-day for Southampton, via the Suez Canal, with the Europe Mails and the following passengers :—

FOR SOUTHAMPTON.

Mrs T Holt and 4 daughters, Miss Dodds, Mr Pelham, Mr F A Carter, Mr Conceico

FOR BRINDISI.

Mr S Mahmoud, Mr Alexander Thoms, Mr J S Taylor, Mr Warwick, Mr E Kappeler, Mr Wm Payne.

FOR VENICE.

Sir S Wilson and son, Mrs J and Miss Read, Mr and Mrs Finlay, Mr J A Fairfax, Mr Finlay, junr., Miss Finlay, and 2 children, Mr J G Macrae, Mr J Dempster.

FOR SUEZ.

Mr A Mort, Mr Laidley, The Hon Jas and Mrs Gibbon, Mr Robert Love, Mr A and Mrs Tennant, Mr J W Vandecoort, Mr Andrew Carnegie, Mr Karpeles.

FOR MALTA.—Col R H Price.

SERIOUS ACCIDENT TO BLONDIN.

THE following telegram is published in the *Madras Mail* :—Mysore 21st *Feb.*—Blondin performed yesterday before the Maharajah, the Chief Commissioner, and a large assemblage. After executing his feats in a brilliant manner, he undertook walking blindfold. He got on well, but, losing his balance, fell thirty feet. He was picked up unconscious. Dr. McGann conveyed him to the hospital, where he recovered consciousness. His head and face are cut, and his hip much contused. He ascribes the accident to the slackness of the rope.

BOMBAY.

THE following programme will be played by the band of H. M.'s 9th Regiment N. I. at the Esplanade Bandstand this evening :—

March	Albert Edward	Elvey
Overture	Military	Embury
Selection	The Siege of Rochelle	Balfe
Valse	Loved and Lost	Gung'l
Quadrille	Promenade	Coote
Galop	Lustige Bruder	Faust

DROWNED.—A Coroner's inquest was held on Saturday last on view of the body of a dhoby, who, whilst washing clothes in a quarry hole on the Byculla flats, was accidentally drowned. A verdict to that effect was recorded.

DEATH FROM BURNS.—A Coroner's inquest was held on Saturday on view of the body of an aged Mahomedan woman, whose clothes, on the evening previous, whilst cooking, caught fire, and she sustained such serious burns that she died. A verdict of accidental death was recorded.

WARNING TO HACK BUGGY DRIVERS.—About nine hack buggy drivers were charged on Saturday last at the Fort Police Court before Mr. C. P. Cooper with plying their conveyances for hire at a place not allotted as a buggy stand. They were all adjudged guilty and fined in sums varying from Rs. 2 to Rs. 10.

THE FLEMING SPINNING AND WEAVING COMPANY.—On Saturday last at the High Court, a petition presented by Jairam Lukmidas and others in the matter of the above company was fixed to be heard before Sir Charles Sargent. Mr. Macpherson, instructed by Mr. Bhaishunker, suggested a postponement for a week as the matter was not likely to be reached owing to the case of the Oriental Bank Corporation being at hearing. The Advocate General, Mr. Inverarity, and Mr. Vicajee appeared for creditors and others. His Lordship postponed the hearing of the petition until Saturday next.

BOMBAY seems to have been fortunate in the number of illustrious visitors who have arrived here of late. Among those who came in the same steamer with General Grant was a distinguished Professor, George Bennett, of Sydney University, New South Wales. He has been travelling through the United States and the Continent of Europe on a scientific tour, and has now come to India, where he intends to stay for a while with the view to make some investigations into the relation of palæontology and allied sciences. He visited last week the J. J. Hospital and the Grant College, where, we understand, he took special interest in the work carried on in the Chemical Analyser's laboratory. Dr. Bennett is, we hear, the discoverer of what is known to scientists as the "Pearl Nautilus," and is besides a writer of some valuable papers on palæontology.

WE hear from Lanowlee that the rain which has visited Poona has refreshed Lanowlee also. The climate was delightful before that time, and it is much more delightful now—so soft, and pure, and fresh.—*Deccan Herald.*

WE hear from Secunderabad that the marriage of Miss Macintire to Dr. Laudale, of the 12th Lancers, took place there last Tuesday. Miss Macintire is the daughter of General Macintire, Commanding the Division.—*Id.*

A NEW MACHINE FOR VENTILATION.—A new machine for ventilating railway carriages, we hear, is to be constructed on the principle of the common *punkha*, and composed of four zinc *punkhas*, which being fastened together at right angles to each other are to revolve on an axis, which will extend to each end of a semi-circular covering on the roof of the carriage and support four shorter *punkhas* on each, upon which the wind will act, as on the sails of a windmill. As the carriage is dragged along, the force of the wind on the external *punkhas* sets in rapid motion the four large *punkhas* inside the carriage. The inventor is a station master in the service of the East Indian Railway Company.—*Statesman.*

THE ART EXHIBITION.

WE are requested to call the attention of the ladies of Bombay to the fact, that art needle-work will not be received for this Exhibition after to-day, the 24th instant.

THE VOLUNTEERS' INSPECTION.

THE six local companies of the Bombay Volunteer Corps underwent their annual inspection at the hands of Brigadier General Aitcheson on Saturday afternoon, on the general parade ground, in front of the Gymkhana. There was a large attendance of spectators, who evidently took great interest in the proceedings. The battalion assembled about half past four, and after the companies had been sized and proved by their own officers, they were drawn up in line to wait the coming of the inspecting General. On General Aitcheson's arrival, the battalion formed open order and presented arms, remaining at the present while the General and his staff rode down the line. Subsequently a great variety of movements were executed under command of Colonel Sexton, and Majors Kemball and Bayly. The battalion marched past in column and quarter column, and the double, and in review order, deployed, reformed column on different companies, and in fact were put through nearly every movement included under the head of Battalion Drill. It was then broken up for Company drill under the company officers, and the battalion was subsequently again formed up in column and wheeled into line, and gave the General a parting salute. Notwithstanding the presence in the ranks of a number of men who have attended very few drills, the various movements were very steadily performed, which says a good deal for those who have taken the trouble to learn their drill. These worthy Volunteers, of whom the Corps possesses a goodly number, will, we are sure, appreciate the splendid compliment paid them by General Aitcheson in pronouncing the battalion "in a state of efficiency for service."

After the General had retired, Col. Sexton addressed the men as follows :—Officers, non-commissioned officers, and members of the Bombay Volunteers, I have very great pleasure in repeating to you what the Inspecting General Officer has just now said to me on the parade. As far as I can remember, General Aitcheson's words were these, that on the whole he was very well satisfied with the drill, the appearance, and the steadiness of the men under arms ; that the regiment has shown much improvement since the last inspection ; that there are, of course, as we all know, certain minor matters of detail in which we still have something—a good deal—to learn, but that on the whole there is a distinct improvement in all branches of drill and in the handling of your arms. It will afford General Aitcheson great pleasure to make a favourable report upon the efficiency of the Bombay Volunteers both to His Excellency the Commander-in-Chief and to Government, and in making his report, the General is good enough to add that he has pleasure in being able to say the Bombay Volunteers are in a state of efficiency for service. For my own part, let me now thank you all. First, let me congratulate you all upon the commendation of so distinguished a General Officer as General Aitcheson, and of such varied experience in all branches of the military service ; and secondly, let me thank you for the great attention you have paid at all times and on all occasions to the instruction imparted to you by your Officers and Non-commissioned Officers. I think you all for attending this inspection in such numbers, and now I dismiss you with the intimation that, except for a parade ordered by higher authority, there shall be no more drills for the regiment—until further orders.

The battalion was then dismissed.

The field state was as follows :—Field Officers 3 ; Staff Officers 4 ; Captains 6 ; Lieutenants 11 ; Staff Sergeants 5 ; Sergeants 26 ; Rank and File 226 ; total 283.

Before the regiment was dismissed, a pleasing little ceremony took place in F Company. Lieut. Shields called Pte. Robinson to the front, and presented him with Rs. 100, as a prize for the most regular attendance at drill. Pte. Robinson had not been absent from a single parade of his Company since the last inspection.

THE DEFAMATION OF THE ADVOCATE GENERAL, MADRAS.

(Madras Athenæum.)

WE are sure that the public will heartily concur in the finding of the Police Magistrate by which the writer of the defamatory letter referring to the Advocate General published in the *Madras Mail* on the 14th inst. has been mulcted in the sum of Rs. 200. Probably Mr. Campbell never gave a more popular sentence, for even the offender must approve of it, seeing that he might have been sent to prison for two years and fined as well ! We think that the Advocate General took quite the proper course in teaching his traducer the lesson that ungentlemanly and unprofessional defamation cannot be allowed to pass with impunity, however little real harm it may cause to the subject of it. Those of our readers who are best qualified to form an opinion, will know that Mr. O'Sullivan's reputation has been far too conscientiously acquired and is too firmly established for him to suffer any real depreciation from the envious back-biting of a less successful practitioner.

CORRESPONDENCE BETWEEN MAJOR-GENERAL ROBERTS, STAFF OFFICER AND THE SPECIAL CORRESPONDENT OF THE "STANDARD."

No. 1.

Camp Kurrum, 9 a. m., 6th Feb. 1879.

To Major-General ROBERTS, Commdg. Kurrum Force.

SIR,—There was one part of your remarks to me this morning which I think ought to be cleared up without delay. You said that from this day I cease to be the Special Correspondent of the *Standard*, and that you had appointed some other person to act as such until another correspondent is sent out from London.

As I hold my appointment as Special Correspondent of the *Standard* neither from the Government of India nor from yourself, I cannot recognise your right either to depose me from my appointment or to appoint any other person to act as Special Correspondent of the *Standard*. I accept your order necessarily to proceed to the rear, but I claim the right of appointing my own representative in my absence. Your interference in this matter I hold, with all due deference to you, to be entirely beyond your powers.—I have, &c. MALCOLM MCPHERSON,
Special Correspondent of the *Standard*.

No. 2.

Camp Kurrum, 7 p. m., 6th Feb. 1879

To Major-General Roberts.

SIR,—This morning you promised to give me a written order of dismissal, together with a written statement of your reasons. It is now seven o'clock p. m., and they have not arrived yet.

Might I ask you, sir, to let me have them to-night, that I may have an opportunity of replying, before I leave the Force ?

In the event of your not finding it convenient to comply with this request, I beg leave to ask you whether you wish me to leave at once on your spoken order alone ?—I have, &c. MALCOLM MCPHERSON,
Special Correspondent of the *Standard*

No. 3.

HEAD-QUARTERS, KURRUM FIELD FORCE.
Camp Kurrum, 6th February 1879.

SIR,—I am directed by Major-General Roberts, V. C., C. B., commanding the Kurrum Field Force, to acquaint you that he does not consider it desirable you should any longer perform the duties of press correspondent with this column, and to request that you will be good enough to make your arrangements for proceeding towards Thull at an early date. A convoy will leave this for Thull tomorrow, and as there will not be another opportunity of your travelling in that direction for some time to come, you may possibly find it convenient to accompany this convoy.

Major-General Roberts has not taken this very serious step without due consideration and without deep regret. No one is more anxious than he is to have all matters connected with this column made public. It is due both to the Home and Indian Governments and also to the people of England, that the correspondents of the press should have every opportunity of giving faithful and accurate accounts of all that goes on while our army is in the field. This the Major-General took especial pains from the first to arrange for, and it was his wish to treat you with every confidence and to give you such information as it was in his power to give.

There is not, nor should there be, anything to conceal in the conduct of a column situated as the Kurrum Field Force is. It is only necessary that the operations should be truthfully reported, and that any gentleman who does not wish to confine himself to the mere recording of facts, but also to criticise the manner in which the operations have been conducted, should be fully informed of all that is being done, and of the many and varied reasons which may lead to a certain line of action. Why you have not been able to obtain such accurate and necessary information, the Major-General thinks you yourself are best able to explain. That you have been in possession of facts is evident from the very inaccurate accounts which have appeared from time to time in the columns of the *Standard*, and the alarming nature of your further comments upon them. The effect of such communications has been to keep the English public in a state of constant apprehension regarding the safety of this force, the safety of which has never been for one moment imperilled.

Major-General Roberts has frequently pointed out to you the inaccuracy of your information on occasions of your submitting telegrams for his countersignature. That you have not trusted him is evident from the tenor of your posted letters, over which of course he can have no control. Nor can the Major-General feel that he has any control over your telegrams since it was brought to his notice that you had been guilty of adding to a telegram after it had been approved of and countersigned by him.

One of the many evil results of incorrect statements founded upon information derived from irresponsible sources is to weaken the confidence of a force in its commander, and thus to impair that willing and hearty co-operation by all ranks without which no military operations can be successful.

Under such circumstances Major-General Roberts considered he was only acting in the interests of the public service by obtaining from the Government of India the necessary sanction for your withdrawal from this force.—I have, &c.,

H. COLLETT, Major
Asst. Quartermaster-General.

No.

Ibrahimzaie, February 7th 1879.

TO THE ASSISTANT QUARTERMASTER-GENERAL, KURRUM FIELD FORCE.

SIR,—On such an occasion, as the present I believe that I should have the honor of addressing the Assistant Adjutant General of the Kurrum Field Force.

I am in receipt of your order No. 877 acquainting me with Major-General Roberts' desire that I should forthwith leave the Kurrum Field Force and proceed to Thull with the convoy which left Kurrum Fort this morning.

Yesterday morning I had the honor of being addressed by Major General Roberts before Colonel Villiers and Major Collett upon my shortcomings as the Special Correspondent of the *Standard*. He made certain statements in support of his order to me to proceed to the rear which I should have desired to answer on the spot, and I requested him, while protesting my right as a Special Correspondent to speak the truth whether in criticisms or in the simple naration of facts to be good enough to reduce his statements, and his order to writing, so that I might have an immediate opportunity of answering them. He promised to do so ; but I regret to say that I have been unable to reply to Major-General Roberts' order in Kurrum, where he brought his charges against me, because I did not receive it until this morning, shortly before the starting of the convoy. I, however, beg to reply to his statements from Ibrahimzaie, the first halting place of the convoy.

Major-General Roberts says he has not taken the step of dismissing me from the Kurrum Field Force without due consideration and regret. The matter of due consideration I do not desire to deal with. Regarding his regret I share it with him, for I am deeply sorry that he has got rid of the only independent correspondent accompanying his column by a *coup de main* more noteworthy for its rashness and injustice than for any other characteristic.

Major-General Roberts instructs you to say that no one is more anxious than he is to have all matters connected with the Kurrum Field Force made public. I differ with him entirely with regard to this deliberate statement ; my experience as a Special Correspondent with his column, his order to me to proceed to the rear because of his impatience of the just criticisms of his movements which have appeared in the *Standard*, point to a totally different conclusion.

When the Government of India's instructions concerning the supervision of telegrams prepared by Special Correspondents at the Front, were issued, I had an opportunity of perusing them. So far as I understood them, they authorised Commanders of Forces to refuse their countersignature only when telegrams contained information about forth-coming plans which might be of use to the enemy. I apprehended that no interference would be attempted with regard to the criticisms or individual opinions expressed by correspondents about events which had already transpired. I was aware that to a sensitive man the duty of signing a telegram containing either disagreeable facts or criticisms upon his own operations would not be a pleasant one. Yet I believed at the same time that most conscientious Commanders of Forces would be able to keep their personal feelings in abeyance and give their signature to all telegrams which did not go beyond the bounds indicated by the Government of India, and would studiously avoid being tempted by their almost absolute power in the field to smother statements which to them only were personally obnoxious. Almost as soon as serious operations in the Kurram Valley commenced I learned that Major-General Roberts was so sensitive to even the slightest criticism upon the conduct of his forces that it was hopeless to expect him to sign any telegram which might convey to the English public any idea derogatory to his talents or the wisdom of his arrangements. After the Reconnaissance of the 28th November before the Peiwar Kotal I commenced my telegram by expressing some opinions about the effect which the result of the Reconnaissance might be expected to have on the surrounding tribes, who were only waiting to declare themselves on one side or the other till they saw which was likely to be victorious. Major-General Roberts drew his pen through these expressions of opinion. As it is utterly useless for a correspondent, if he wishes to get his telegrams signed at once in the field to fight against a commander who possesses the power of countersignature, I submitted to the deletion, but resolved never to place another telegram containing criticisms or opinions before Major General Roberts for approbation. Not only has Major-General Roberts cavilled at the style of my telegrams when they did not happen to please him personally, but on many occasions he has altogether suppressed facts, or permitted me to state facts not in the language which I, the correspondent, preferred, but in the language which he preferred for personal reasons which could have no concern with me whatever. I prepared a telegram about the execution of the four Afghans at Hazar Pir, but not until the statement of fact that the cross-beam broke and the hanging men had to be shot—not until that simple statement of fact was eliminated could I obtain the countersignature. After the engagement at Matoond on the 7th January, I wrote a telegram on the same night and took some pains to prepare a condensed account of all that had taken place. Next morning, at an hour when the post-bag was usually closed at Matoond, and when therefore I could not have had time to prepare a new telegram to my satisfaction, Major-General Roberts' Aide-de-Camp came into my tent with a telegram in his hand which one of the Staff had just prepared for despatch to a London journal. Captain Pretyman said my telegram would never do, and that I must send one like the telegram which he was holding. On my promptly declining to comply with this impertinent order Captain Pretyman threw down my telegram and said it would not receive the countersignature. I then took it at once to Major-General Roberts and asked him formally for his signature and said there was nothing whatever objectionable in the telegram. Major-General Roberts received me with scant civility. He might have spoken to a coolie in much the same tones as he thought fit to use to me. It transpired after all that he had never read my telegram and that I was very nearly being refused the countersignature altogether because his Aide-de-Camp did not approve of my style of English! I believe that Major-General Roberts afterwards read the telegram, signed it, and despatched it ; but at what time it was despatched or what alterations he made upon it—he told me afterwards he had made some—I cannot tell. On the 8th January, again, I wrote a telegram describing the attempt of the prisoners to escape from the lines of the 21st P. N. I., and stated plainly that out of the heaving mass of men, ten had been shot or bayonetted dead and twelve more had been wounded. The words "bayonetted," "short" "struggling," and others were so cavilled at and objected to that at last after three hours had been spent in tinkering up the unfortunate telegram, I consented inasmuch disgust to write a new one exactly to the General's mind, and in consequence the message was so deluted with ambiguous generalisations that it is questionable whether it was worth the expense of sending it to London. These sir, are a few illustrations *apropos* of Major-General Roberts' statement that he has been anxious to have everything connected with the Kurrum Field Force made public. I could give you more instances in which plain expressions were toned down and facts struck out with the effect of reducing my telegrams to a state of simple colourlessness, but I should be only occupying your time if I did so.

The statements I have just made are a sufficient answer to the first sentence of your paragraph No. 4.

Major General Roberts asserts that various inaccurate accounts of operations have appeared from time to time in the *Standard*. He furnishes no proof of the inaccuracies he complains of. His statement is too broad and vague to admit of being categorically answered, and all I can do is to affirm that the reports which I have written or telegraphed to the *Standard* about the Kurram Force are to the best of my belief substantially accurate.

Major-General Roberts says that the effect of my communications to the *Standard* has been to keep the English public in a state of constant apprehension. That may very well be the case and yet be no reason why an independent correspondent should be muzzled. After the Reconnaissance of the 28th the Viceroy telegraphed, "No news from Roberts," and I dare say that this had no inconsiderable share in exciting the public mind. All that an independent correspondent has to do is to record what befell and a part of what he hears, and after doing so he is no more responsible for the condition of English public opinion that a man who describes the spots on the sun would be responsible for the appearance of these natural phenomena.

Perhaps what Major-General Roberts means to convey is that I have been writing what is called sensationally. If he does I at once repudiate the insinuation. Where I have written strongly I have written conscientiously. Where I have criticised, I have had sufficient grounds to go upon. If the Reconnaissance of the 28th November was a blunder which might have ended in a disaster : if in the passage through the Mundior or Chappri defile the most ordinary military precautions were neglected by Major-General Roberts simply because, as the *Times'* correspondent states, Colonel Waterfield the Political Officer had assured him no danger was to be apprehended ; if the Khost Expedition was a farce which only resulted in the British force having to leave the country after a great loss of life from war, or from sickness caused by the severe sentry duty which our soldiers had to perform night after night and in abandoning the Khost Valley a prey to anarchy after destroying the native government which did apparently succeed in maintaining a certain amount of order ;—if all these events were mismanaged the fault was certainly not that of the Special Correspondent, who had merely to describe them as he found them. Major-General Roberts perhaps thinks that a Special Correspondent should not possess opinions—that such an individual should merely be a kind of Staff hack supported by private enterprise instead of by the military authorities. But if this view were correct the set lessons repeated by the Press Commissioner of the Government of India would have to be quite sufficient for the public and all newspaper proprietors.

(To be continued.)

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LATEST INTELLIGENCE.

THE AFGHAN WAR.

NEWS FROM JALLALABAD.

CALCUTTA, FEB. 23.

A column 900 strong and two mountain guns under General Jenkins started from Jallalabad on the morning of the 22nd inst. for Charbagh, in the Lughman valley, to give confidence to the people. The force will probably return on Monday.

On the 21st a large meeting of *mullahs* assembled before Sirdar Wali Mahomed Khan at Jallalabad and gave an unanimous opinion, that as the Amir has gone to seek Russian help a religious demonstration in his favour is not lawful; the recent fanatical acts were also condemned, and the complete tolerance of the English on religious matters was admitted.

A reconnaissance towards Lughman takes place to-morrow.

Syed Mahomed has had an engagement with some Bajolie tribes who wished to force a passage through Kunar. He dispersed them, but not until some lives were lost on both sides.

Sirdar Naza Muddeen, recently taken prisoner in Lughman, has been sent to Kabul.

Two men of the Khugiani tribe murdered two dooly bearers yesterday. The criminals were pursued by some men of the Guides and cut down; one is dead and the other was reported dying.

There is no important news from Kabul.

(FROM OUR SPECIAL CORRESPONDENTS.)

GENERAL STEWART'S FORCE.

ARGASAN, THRO' KANDAHAR, FEB. 15

Our force have passed through a prosperous and thickly populated country producing wheat, Indian corn, fruit, and wool in abundance. As many as twenty villages are often visible at the same time. The people display little apparent interest in the political events now passing. They believe that the Amir Shere Ali has been assassinated near Bagh, but nevertheless, fearing future retaliation or disliking our presence, they afford supplies reluctantly. Yakub Khan's accession to power seems however unpopular.

There is considerable sickness among the tribes. Many Barackzie fighting men have proceeded to Herat, and unless here authority is well supported soon and replaces the late Government, marauders will certainly appear and anarchy supervene.

The column is returning to Kandahar without visiting Maruf, whose Sirdar has not submitted and not answered our last communication.

Those troops which are ordered to return to India received the news with great satisfaction. All are tired of incessant marching, the harassing work, and unsatisfactory campaign.

Beyond the theft of arms and carbines, the column has met with no further molestation.

We hope to reach Kandahar in a few days. Camels are coming in, but to replace Brochui for down transport.

JACOBABAD, FEB. 22.

The two batteries of Artillery ordered back via the Bolan to India are E-4 and 1-1, and the native regiments accompanying them are the 12th and 25th Bengal Native Infantry.

[REUTER'S TELEGRAMS.]

(By Red Sea Cable.)

THE PLAGUE AT ASTRAKHAN.

ST. PETERSBURG, FEB. 21

The latest news from the infected districts is, that the plague is decreasing.

LONDON, FEB. 22.

Consols are still unchanged at 96¼.

THE ZULU WAR.

LONDON, FEB. 22.

Advices dated from Cape Town the 4th inst., say that the British forces were on the defensive, but the Zulus were not making attacks.

Colonel Pearson's column is in an entrenched position at Ekowe.

Lord Chelmsford and his staff are going to join Colonel Pearson.

The native contingent of troops is to be disbanded.

LIVERPOOL WEEKLY COTTON REPORT.

LONDON, FEB. 21.

Total Week's sales of Cotton	39,000	bales.
Amount forwarded	9,000	do.
Do. Week's sales of Surats	4,000	do.
Do. do. imports of Cotton	92,000	do.
Do. do. Surats	231	do.
Do. Stock of Cotton	503,000	do.
Do. do. Surats	17,000	do.
Do. Stock of Cotton in London	59,000	do.

LONDON, FEB. 21.

The Liverpool Cotton Market closed steady. Surats steady.

The London Cotton Market has been quiet.

Fair Dhollers	4 5-16d.
The Manchester Market has been dull.	
7 lbs. Shirtings	5
8½ lbs. do.	5-9
40s. Mule Twist	0-8¼
Exchange on India, 60 days' sight	1-7⅞
4 per cent. Rupee Paper	75
4½ per cent. do.	81
Bar Silver	50½
3 per cent. Consols for account	96¼
5 per cent. French Rentes 1872	112¼
Total Coin in the Bank of France	£82,300,000
„ Notes in Circulation	£88,500,000

STEAMER REPORTS.

GALLE, FEB. 22, 10-40 A.M.

Mail Steamer Thibet, from Bombay, arrived.

H. E. THE GOVERNOR arrives at Grant Road station this morning at 5-30 o'clock. His Excellency had expressed a desire not to have an official reception.

THE hearing of the case in which the three Bank Managers seek to have their names removed from the list of signatories to the Trust Deed of Messrs W. Nicol and Co., was continued on Saturday, at the High Court, before Sir Chas. Sargent. Mr. Macpherson concluded his opening statement, and Mr. Robertson, Manager of the Oriental Bank, was called and particularly examined. He said that Nicol and Co. owed his Bank upwards of £81,000, and stated positively that he had no intention of granting a release to the partners, and would not have signed the deed had he known that it contained a release clause. He signed the Deed without reading it because he was very busy, and Mr. Maxwell said the signatures were urgently required, and assured him that the deed merely carried out what had been agreed upon at the meeting of creditors. The case will be continued to-day.

AT the High Court on Saturday last, the Bank of Bombay sued the directors of the Colaba, the Nursey, and the New Alexandra Spinning and Weaving Companies, in liquidation by order of the court, to recover a sum of Rs. 50,000 due from each of the three companies on separate bills of exchange dated the 17th October 1878. The defendants in the three cases were Kessowjee Naik, Ghellabhoy Pudumsey, Cursetjee Nusserwanjee Cama, Sakulchund Nagurdas, and the Official Assignee on behalf of Nursey Kessowjee, an insolvent. Substituted service was proved to have been effected on Nursey Kessowjee by pasting a copy of the summons on the door of a house situated at Mandvi Bandar. Sir Charles Sargent gave a decree for the plaintiffs for Rs. 50,000 in each of the three cases, with interest, Rs. 300 costs, and notarial charges, with a stay of execution against the property of Nursey Kessowjee. Mr. Lang, instructed by Messrs. Rimington, Hore, and Conroy, appeared for the plaintiffs. There was no appearance for any of the defendants.

THE Commissariat Department at Ambala are purchasing large numbers of ponies and mules for the expeditionary force in Afghanistan, and are said to want altogether twenty thousand of these animals.

WE understand that the Secretary of State has issued instructions that in all special Covenants made in England with persons engaged for service in India, a clause shall be inserted reserving to the Government of India the right to modify the leave and pension rules, and to decide, should dispute arise, as to the interpretation of those rules.

IN consequence of telegraphic orders received from the Secretary of State, Mr. G. L. Molesworth, M. I. C. E., Consulting Engineer to the Government of India for State Railways, is under orders to proceed to England, for the purpose of discussing details with Mr. Rendel and Colonel Hyde, at the India Office, in connection with the construction of the bridge intended to span the River Indus at Sukkur, on the Indus Valley State Railway. The design, which is a novel, bold, and original one by Mr. Molesworth, consisting of one span, is peculiar in its mode of erection; and in view to save time in constant references between England and India, it has been considered expedient to have the benefit of the advice and presence of the designer on the spot during its construction in the workshops in England. The services of another Engineer officer will also shortly be placed at the disposal of the India Office to make himself conversant with the varios parts of the bridge during construction, and who will then come out to India to have sole charge of and superintend its erection.

THE *Railway Service Gazette*.—There is another block on the Rajputana State Railway, and through booking is stopped both *via* Delhi and Agra. When will our rulers learn wisdom, and that a narrow gauge is altogether unsuited and incompetent to carry the traffic of a populous and well cultivated district such as Rajpootana? The salt traffic alone overtaxes the carrying powers of the Liliputian line. The sooner the Government commences to alter the gauge the better. We have always condemned the narrow gauge as costly and unsuited to India, but those who have adopted it as a pet hobby have scouted our objections as factitious. The proof of the pudding is in the eating; we will be judged by results, and we point to the present block as a triumphant unassailable fact that narrow gauge railways for India are utter failures, and self-condemned.

THERE is a rumour, says the Lahore paper, "that Padishah Khan, Chief of the Ghilzais, who had come in to us at Alikheyl has been appointed by Yakub Khan his Wazir. This would seem to show that Yakub Khan is trying to win over the Ghilzais, though their true interests would certainly lie with us. There were fifteen inches of snow on the ground at Alikheyl last week and a foot of it at Peiwar Kotal. The latter place is strongly fortified and the troops are in log huts. Three months' provisions are stored at Kuram, and the roads on both sides of the river are being rapidly improved."

THE same paper says that a lady has arrived in the camp, Ali Musjid, the wife of one of the officers of the garrison. The cantonment in the Khyber is thus gradually assuming a civilised aspect, and the band of H. M.'s. 51st Light Infantry now "plays out" in the evening, as it would do at Barrackpore. The road from Ali Musjid to Lundi Kotal has been admirably made by the Madras Sappers.

THE *Pioneer's* correspondent with the Kurram force writes, "With regard to Kabul, the difficulties of the Government increase with the military success achieved. There seems to be no one to treat with, and if Yakub Khan falls back also into the loving arms of Russia, the Government of India may find the temporary occupation and administration of Afghanistan thrust upon them *nolens volens*, in which case they will look rather as the mild bachelor did upon whom a baby, whom no one would claim, was unpleasantly forced. Possibly they may find a Sirdar, whose rule may be acceptable to the people, and whom they may prop up against the numerous rival claimants, Shere Ali, Yakub Khan, Abdul Rahman, Ibrahim Khan, and a host of others who would be sure to put in an appearance immediately anything is settled. Sirdar Wali Mahomed Khan, whom we lately had the pleasure of seeing on his way to interview General Roberts, is a possible aspirant to the chief honours of the Kingdom. A clever, shrewd, observant man in character, yet he possesses little or no political influence in the country. On his first arrival he spoke bravely of the important influence he had over the Logaris, Ghilzais, and Turkestanis, who were as clay in the hands of the potter, but this was all bravado. His power was *nil*, his influence *nil*, and he barely escaped with his life from the relentless Yakub, who remembered the share his half-uncle took in his long imprisonment and disgrace. Yakub Khan has the remnants of some twenty regiments still with him, and he has hopes also of stirring up those tribes, who have not yet given in their allegiance to the British, to take more active measures against us. Forty Mangal Maliks went to Kabul to talk over affairs the other day. No doubt they said "Back us up with men and guns, and we will have another shy at the Peiwar Kotal." Similarly it was rumoured not long ago that Padshah Khan, the most influential Ghilzai Chief, had been appointed 'Wazir' at Kabul. The rumour is by no means confirmed, yet there is little doubt overtures are being, and have been, made to the Ghilzais to keep them straight."

THE following force moves shortly from Dera Ghazi Khan to open up the new route to Kandahar *via* Thull and Chotiali, to collect supplies for the troops returning from Kandahar. The following regiments compose the force:—300 men 15th Bengal Cavalry, a Wing 21st Madras Infantry, a Wing of the 30th Madras Infantry, and 100 men of the Bhawulpore Contingent, the whole under the command of Lieutenant-Colonel Prendergast, 15th B. C. Mr. Fryer will accompany the force as Political Officer.

THE *Civil and Military Gazette*.—We learn that a heavy fall of snow in the district between Kabul and Tezin has closed the communication between the two places. The last reports from the capital represent the Amir's army as distributed in bodies of from two to four thousand men in its vicinity; the principal portion being cantoned as already reported, at Butikhak, a place eleven miles from Tezin, and six on this side of Kabul. Sirdars Abdul Aziz Khan, Mirza Ahmeddeen Khan and Shere Mahomed Khan, who were deputed by the British Government to proceed to Lughman for the purpose of influencing the tribes of that district, are reported to be beseiged by the followers of the Amir, and are abused as *kafirs* by the Afghans of the Lalook tribe. The presence of Main Gul with a considerable force at Lalpoora is confirmed, and he is known to be busy in stirring up the Mohmunds against the British. The temper of the Afghan soldiers still in the Amir's service between Kabul and Jallalabad is said to be very bitter against the English, and they are reported to be most anxious to redeem the defeats of their countrymen. We understand that doubts are thrown, by the last accounts from Kabul, on the report of internal disturbances in that capital. From two separate sources of information we apprehend that the Afghans will, so soon as the season permits, take offensive measures against the army of invasion.

THE *Rangoon Gazette*, a few weeks ago, speaking of the need for a guard at the Residency, Mandalay, said:—"As we mentioned in our yesterday's issue, it will never do to tempt Providence again by placing the lives of our political officers in such terrible jeopardy as they were in during the late crisis in Mandalay. Were it not that there were one or two wise heads among the Burmese Ministers we should have had the spectacle of the Residency being stormed, and perhaps every one of the inmates murdered. So anxious were the Burmese to obtain possession of the royal refugees that the Dowager Queen was prepared, it is said, to have gone to any lengths, for undoubtedly her son-in-law's throne was anything but secure so long as the Nyoung Yan and Nyoung Oke princes were at large, and in the vicinity. Anyhow, this old lady was prepared to enforce her right of possession of the two princes by the aid of a gang of desperadoes, drugged or primed with Dutch courage, kept already in the palace precincts. The story goes that the attack would have been made only that the Kenwoon Mengyee on being consulted asked that he and his family might be allowed to leave Mandalay before the matter was put into execution. On being pressed as to the reasons for this extraordinary request he is reported to have replied to the effect that within a short time after the attack the Burmese Government would no longer exist. Her Majesty was at liberty to do what she liked with the Kallahs; it did not matter what became of them, but he would rather be across the frontier before the fun commenced."

PORTUGAL, as well as England, has had a terrible disaster in Africa; we on the east coast, they on the west. The following despatch, from St. Vincent, Cape Verd, 20th Jan., gives the earliest information on the matter:—"Serious disaster at Bolor. Some dead. The military force engaged without my authority, as they were not strong enough. I proceed against the Governor of Guinea, I have named the Chief Secretary Provisory Governor. *Signed*—Governor-General." Another despatch speaks of 300 victims, of whom 50 are soldiers and 2 officers. The Governor of Guinea had sent troops to chastise the natives who, two months previous, had risen against the Portuguese authorities, but they were completely defeated by the rebels. The Governor of Cape Verd had despatched the gun-boat Rio-Lama, and the corvette Duque de Terceira had been sent from Lisbon with 222 men. The colony was in a state of siege. Bolor is a station of the territory of Felupa, taken possession of by Portugal in Feb. 1831. It is a well populated district at the mouth of the Buyeto, a small arm of the Casamansa.

WELCOME news has come in from the Rohilkund Division of good rain falling all over that part of the country. It is to be hoped the rain that has also fallen at last in the northern part of the North-West Provinces may foreshadow similar showers in the Punjab, where they are more urgently wanted even than in those provinces.

THE *Englishman* speaks in the following eulogistic terms of the address delivered on Tuesday last by the chairman, Mr. Yule, of the Bengal Chamber of Commerce: "It is not too much to say that the address was one of the ablest that has ever been made in any similar assembly. At once comprehensive and incisive, philosophical and practical, it constitutes an exposition of the subjects dealt with to which the man of commerce may justly point with pride and the statesman or the publicist refer with advantage."

THE Nepal Envoy, General Dhere Shumshere Jung, Rana Bahadur, before parting with Colonel E. C. Impey, C. I. E., expressed through the latter his cordial acknowledgments for the hospitality and attention shown him in India, and declared his loyalty and devotion to the British Government.

MR. J. D. BELL, standing Counsel to Government, will officiate as Advocate General during the absence on special leave of the Hon'ble Mr. Paul, C. I. E.

THE *Melbourne Argus* received by last Mail says:—"Private letters received in Sydney state that the Duke of Buckingham is desirous to obtain the governorship of New South Wales, about to become vacant by the removal of Sir Hercules Robinson. Sir James Fergusson and Sir Henry Orde are also spoken of."

THE new King of Burmah on his accession to the throne has written two letters to the Queen Empress, one to announce the demise of the late Monarch, and the other his own assumption of power. He has sent similar letters to the Viceroy. For the first time in Burmese history these letters have been written in English.

SOME correspondence has been received from Her Majesty's Consul at Canton showing that a Chinese military official, named Li, collected some 10,000 men in Kwang-Si with whom he crossed over into Annan with the object of dethroning the present king of Annan and setting himself on the throne. The king of Annan became alarmed and wrote to the authorities at Canton who, in their turn, ordered the border officials to take precautions regarding persons crossing the frontier into Annan. The Consul appears to think that Li's adventure may have been ordered by the Chinese Government.

AN Adelaide correspondent writes:—"We have had a month or two of cricket on the brain. The gentlemen of England played here and beat our 18; then our 18 beat the wonderful Australian Eleven easily." The English Eleven were at Sydney when the mail left, and about to play an Eleven of New South Wales. Altogether they had been fairly successful, Lord Harris and Mr. Lucas having batted in fine form.

THE *Statesman*—Newspaper readers can hardly fail to have observed the frequency with which the grievances of the upper subordinate ranks of the Public Works Department find utterance in the leading Anglo-Indian papers which have all suddenly become aware that the ranks referred to are a much ill-used and long suffering body of valuable public servants. The fact simply is, that these gentlemen, remembering that "God helps those who help themselves," are putting their own shoulders to the wheel, and are wisely endeavouring to create a public opinion upon their grievances by laying the fact before all the leading English papers in India. They are what they declare themselves to be, a body of most valuable public servants. We do not think they exaggerate their claims upon the public respect, while their grievances seem to be so real that the English Press is but acting honourably in the effort it is making to awaken public sympathy in their behalf.

MANDVI SPINNING, WEAVING, AND PRESS COMPANY.

THE adjourned meeting of creditors of the above company was held on Saturday last at the company's mill premises at Elphinstone Bridge, at which a large attendance of both shareholders and creditors of the company were present.

Mr. Cursondass Vullubdass was called to the chair. He said that the meeting was convened to consider the proposals made by the directors of the company on the last occasion, which were, that the company might continue to work for eight months longer without being pressed by its creditors, and that the secretary and agent agree to forego their commission for that time, and that the creditors might appoint two directors of their own to watch the working of the company during that time, and also that interest for the amounts deposited in the company may be allowed to run on.

Mr. Crawford (of Messrs. Crawford and Boevey), solicitor, produced a rough balance sheet made by a clerk of the company, which, he said, he could not vouch for being correct, as it had not been checked or audited by the directors.

A short discussion ensued, after which the following resolution was proposed by one of the creditors, which was carried unanimously, "That the meeting be adjourned to Saturday the 1st March, and that a committee of the following gentlemen be appointed to consider the proposal of the directors just made, and to ascertain the validity or otherwise of the deed of assignment of 14th January 1879, and also to ascertain the views of Mr. Cursetjee Jehangeer Tarachund as to the withdrawal of his petition to the Court, and to make a report thereon. Messrs. Mathuradass Lowjee, Motiram Bhugoobhoy, Manrao Uruckchund, Ramjee Madowjee, Tribowundass Nathoobhoy, Gopaldass Mahdowdass, Cowasjee Hormusjee, Jivraz Mucoonjee, Cursondass Vullubdass, and Dhunjee Mowjee."

The meeting then dispersed.

THE SUIT TO SET ASIDE THE TRUST DEED OF W. NICOL AND CO.

THE ORIENTAL BANK CORPORATION AND OTHERS VS. W. NICOL AND CO. AND OTHERS.

THE hearing of the case was continued before Sir Charles Sargent at the High Court, on Saturday last. Mr. Macpherson and Mr. Inverarity, instructed by Messrs. Craigie, Lynch, and Owen, appeared for the plaintiffs and the first three defendants, namely, Messrs. Fleming, McIlwraith, and Nicol. The Advocate General and Mr. Latham, instructed by Messrs. Rimington, Hore, and Conroy, appeared for the last four defendants, namely, Messrs. Maxwell and Hall, and the trustees, Messrs. Macaulay and Moore.

Mr. Macpherson, in continuing his opening statement to the court, remarked that the nature of the deed itself showed a release to be an absolutely needless and meaningless incident of the liquidation; and therefore that it could not possibly have been contemplated by the parties to the deed. The creditors had everything secured to them by the deed, and they could not have intended to encumber it with a needless release clause. A release is not a necessary or even a very ordinary incident of a liquidation; and the learned counsel said his clients could not be deemed to be bound by the deed containing a clause for a release to the debtors. (Cites an authority.) He would say that the proceedings of the meetings of the 4th and 8th October were the proper guides to the court in arriving at a conclusion as to the intention of the creditors in agreeing to a deed.

The Judge—Supposing it was stated that the deed was executed merely to carry out the resolution adopted at the meeting, would you say it was a "misrepresentation?"

Mr. Macpherson said he would answer the question in the affirmative if his Lordship accepted his first proposition that a release was not a necessary incident of the liquidation.

The Judge—If a particular clause of the deed was not mentioned to your clients, will you say it was a "misrepresentation?"

Mr. Macpherson argued that was not what he complained of. He complained of Mr. Maxwell having prevented his client from reading the deed by saying—"I assure you there is nothing in it except what was agreed upon at the meeting." He was asked to leave the deed with Mr. Robertson, but said the matter admitted of no delay, that the creditors were coming, and that it must be signed without loss of time. Mr Robertson signed it relying on that assurance. That was a most important part of the deed; and the misrepresentation related to it, and not to mere matters of detail of no importance. When they had a provision of such vital importance as a release inserted in the deed, about which nothing was mentioned at the meeting, and when Mr. Maxwell, in inducing the plaintiffs' agents to sign, did not bring it to their notice, the learned counsel said it must be taken as a misrepresentation. His clients were under the impression that they were signing a deed entirely for the benefit of the creditors, whereas the deed was actually very much for the benefit of the debtors; and in fact they signed a release extinguishing their claims without their knowing it. (Refers to provisions of the Indian Contract Act in support of his argument.)

The Judge—Was it a part of Mr. Maxwell's duty to inform you of all the important clauses of the deed?

Mr. Macpherson said it was, for the reason that Mr. Maxwell went to his client's office on a mail day, and although Mr. Robertson wanted the deed to be left with him, Mr. Maxwell declined to do so and assured him it contained nothing more than what was agreed to at the meeting. He in fact surprised his client into signing the deed.

The Judge—The whole thing was in negotiation; there was nothing but negotiation till the deed was signed.

Mr. Macpherson further argued on the point whether it was the duty of Mr. Maxwell to bring the very important release clause—as it must be conceded it was—to his clients' notice. Could it be contended, he asked, for a moment, if the deed contained, instead of a release by the creditors to the debtors, say a conveyance by the Oriental Bank of their property to Nicol and Co. that the deed could be upheld if the presence of such a clause was not mentioned to the signatories. That would have been by many degrees further removed from the proceedings of the meeting, but it would be on the same footing, the present question in this respect, that it was not mentioned at the meeting.

The Judge—But there would be the difference that that would be quite irrelevant; it would have nothing to do with the meeting.

Mr. Macpherson—Nor has the release.

The Judge—That is another matter. The release might be a part of the arrangement for winding up.

Mr. Macpherson—Of course, one is much more far fetched than the other; but I am now assuming that the release was not part of the arrangement. It is not pretended that it was specifically agreed upon; and I am now assuming that your Lordship accepts what I lay down, that it was not a necessarily implied thing. The only case that is made is that it was such an ordinary thing that it was not necessary for Mr. Maxwell to mention it. That is the only suggestion made on the other side, and placing the matter on that footing, it is only a difference of degree between the abstention of Mr. Maxwell from mentioning the release and an abstention from mentioning the absurd provision which I suggested might have been put in the deed, *viz*. a conveyance out and out of the Oriental Bank property to the debtors. There must be a limit, there must be a point at which the mentioning of matters becomes a duty.

The Judge—Of course, if a conveyance of property were inserted in the deed which had nothing whatever to do with the resolution in that case it would be a misrepresentation. The statement that the deed is in accordance with the resolution cannot be called a misrepresentation on the ground that it contains provisions, for instance, for the payment of trustees, or for how the debts are to be paid, so much in three months and so much in other three months. You could not say that would be a misrepresentation. I only want you to see my view of the matter. There is a point at which it becomes misrepresentation.

Mr. Macpherson—Precisely, and I say that point is this, where the other party's rights and property are affected, where the other party is prejudiced. After all, what does this release come to but a conveyance by the creditors?

The Judge—Say the deed says so much of the debts shall be paid in three months and so much in three other months, you might contend that the other party's rights are prejudiced because he does not get as much as he would like to get in the three months.

Mr. Macpherson—I should say it was prejudice if there was a provision for composition mentioned in the deed that was not mentioned at the meeting.

The Judge—It would never do for people who have executed deeds to turn round and say "I never thought there was this clause in it at all." There must be evidence of something which induced the party to sign.

Mr. Macpherson—There must be a material cause. But if a material cause is shown, the party has a right to turn round and say "I signed this because of so and so."

The Judge—I only want you to see what it all turns upon. Suppose Mr. Maxwell—we are all arguing upon supposition—said "Here is the deed to carry out the resolution passed the other day; will you sign it?" and if he said there was nothing in the deed but what was in accordance with that resolution, the question then is whether this clause is of such a nature as to make that a misrepresentation.

Mr. Macpherson—Yes. Is it or is it not a material cause?

The Judge—As I said before, I do not think anybody could contend that every little clause of the deed, because it was not a matter of distinct agreement and was not distinctly expressed in the resolution, would be sufficient to make Mr. Maxwell's statement a misrepresentation. It would be monstrous to hold that.

Mr. Macpherson—Can it for a moment be contended that a release of this kind, which is neither more nor less than a consignment to the debtors of their property is not material?

The Judge—I do not say it is not material, but the question rather is whether it is of such a nature as that it could not be reasonably inserted in a deed of this kind. If the insertion of such a clause was unreasonable or very unusual you might say it was a misrepresentation to state that the deed was merely in accordance with the resolution. I do not say the mere fact of its being material is quite sufficient. It might be usual and still be material, and if it were usual, I think you would be quite unable to say there was misrepresentation.

Mr. Macpherson said he was arguing on the assumption that the insertion of a release clause was not a necessary or even usual incident of such a transaction. There is no case to be found of such an incident not being expressly agreed upon. The very fact of the existence of so many methods of giving relief to debtors was in itself a strong argument to show that the particular method adopted must be a matter of specific agreement between the parties, and I think it renders it impossible to say that an absolute release is so usual, so ordinary that it could have been inserted as a matter of usual and ordinary practice and passed over as such in silence by Mr. Maxwell when he went to get his clients' signatures and induced them, as they said, by his conduct to abstain from taking ordinary precautions. According to the 2nd and 3rd clauses of the 18th section, and the 1st clause also, Mr. Maxwell—if the plaintiffs' statement of fact was accepted—positively asserted something which was not true, viz:—that the deed only carried into effect what was agreed on at the meeting, no doubt he believing that to be the case, but that in fact not being the case. It all came round to this—did the deed effectuate the proceedings at the meeting, or did it do something more, and if the latter, and the excess was material, the plaintiffs were entitled to be relieved from the deed on that ground. The book which put this matter most clearly was a book framed very much upon the Indian Contract Act, "Pollock's Principles of Contract." At page 344 of that book, there was a chapter on misrepresentation. He would omit the first part of the chapter, though it was all instructive in cases of this kind. At page, Mr. Pollock summed up as follows:—"On the whole it might be put thus. The contract is voidable at the option of the party who has been induced to enter into it by a statement contrary to the fact made by the other party without reasonable grounds for believing it, though he does in fact believe it, or by the other's silence as to a material fact which, having regard to the nature of the contract on the position of the parties, it is his duty to communicate. Such statement or omission as before said is called misrepresentation. A contract is not voidable on the ground of misrepresentation of the party seeking to set it aside has made independent inquiries in the matter of the misrepresentation and acted on his own judgment, or, where the misrepresentation consists in silence, if he had a means of discoveringt he truth with ordinary diligence." The plaintiffs would swear that they had not time to read the deed.

The Judge—You cannot surely say you had not the power of reading it because you chose to say you would not read it, but would rather do something else. If a man chooses to sign a document without reading it because he prefers to do something else, he cannot say he had not the power to make himself acquainted with the contents of it.

Mr. Macpherson—The words here are, if he had the means of discovering the truth with ordinary diligence.

The Judge—Ordinary diligence is taking the document up and reading it.

Mr. Macpherson—Not when busy writing mail letters to catch the mail, and when Mr. Maxwell says their is not a moment to lose. Mr. Maxwell in effect asked us not to read it. That is our case. [illegible] counsel further read from Pollock—"The late case of Fane and Fane appears to have been decided on the principle that a material statement of that which is untrue, though innocently made, is ground for avoiding a contract." Mr. Maxwell, in the present case, said the deed did not carry out anything which was not agreed upon at the meeting, and his own solicitor, at the meeting, distinctly said "Disabuse your minds of the idea that the debtors are to get any benefit. This is entirely a meeting for the benefit of the creditors." The learned counsel cited the cases of Fane v. Fane, 20 Equity Reports, page 698; Earl Beecham v. Wynn, 6th English and Irish Appeals, House of Lords, page 223; Cooper v. Phibbs, 2nd English and Irish Appeals, p. 149. A further contention which he raised was that even if his Lordship found the plaintiffs were perfectly wrong in their view of the proceedings at the meeting and Mr. Maxwell was perfectly right in saying the deed effectuated the proceedings at the meeting while containing the release, then if the plaintiffs, although erroneously, had throughout honestly taken that view of the proceedings and it had never entered into their minds that the release was an incident of the scheme they would be entitled to relief under the 13th section of the Contract Act, on the ground that there was no consent between the parties. The mind of the signatory to a contract must go with his pen. Suppose Mr. Maxwell had read out the deed and omitted the release clause. That of course would be a case of fraud, and would be decided on the question of fraud; but there would be underlying that decision the principle that there would be no agreement. All the confusion which existed in most books on this point was due to the fact that one very seldom found a case of a *bona fide* mistake divesting contracts of the consent of the parties without some accompanying fraud or misrepresentation, and the two cases were linked together.

The Judge—But how can you say they do not agree on the same thing and in the same sense when they sign the same document? The document itself shows what was the thing and the sense agreed upon.

Mr. Macpherson—Of course that is subject to proof to the contrary.

The Judge—It is an agreement until you get rid of it in some way. There is nothing before the Court till you get rid of that, and *prima facie* the Court will not go behind it. Of course if you show the parties entered into the agreement on misrepresentation, then it is not their agreement, I admit. Of course, you may say it is a mistake, and assign various reasons for getting rid of it, but you start with an agreement staring you in the face, and you must show that you can go behind it.

Mr. Macpherson said it was very clearly laid down in Leete on Contracts, page 311, how evidence came in in a matter of this kind. He contended that his clients did not grant a release by sealing the deed, inasmuch as they did not intend to give a release.

The Judge—In that way, you could get rid of every written contract.

Mr. Macpherson—Yes, my Lord, if you can prove it. Suppose a man to sign an out and out conveyance when he thought he was signing a lease, it would not be his conveyance. The learned counsel also quoted at length from Pollock, p. 372, and cited the case of Foster v. Mackinnon, 4 Law Reports, Common Pleas, 704, as illustrating his contention that it was impossible to have an agreement without the consent of the parties. He said that case was a very marked instance of the application of this principle. There was fraud in that case as well as want of consent—it was an instance of the two things being found together; but fortunately for him in the present case, they were kept perfectly distinct by Mr. Justice Byles, who delivered judgment, and the defendant was said to be entitled to relief on the one ground as well as on the other. The plaint was dismissed on the ground that "a blind man or a man who cannot read, or who for some reason not implying negligence forbears to read"—here we say we forbore to read in consequence of Mr. Maxwell's assurance—"who has a contract falsely read over to him," &c., is entitled to relief. He (Mr Macpherson) submitted that if he established the facts his clients were prepared to swear to, and which were corroborated very fully and forcibly by what occurred at the meeting, they were entitled to a release on the last ground of want of consent only, quite apart from the misrepresentation. He also cited the case of Symons v. the Great Western Railway Company, 2 Common Bench New Series, p. 620. On the point of evidence, he said it would be quite enough if one of the plaintiffs got into the witness box and said "That is my deed, but when I signed it I did not know what I was about."

The Judge—You have never yet found me a case of that simple nature. A man is supposed to consent to a document which he signs. If he signs it, that is evidence of his consent; and the Court therefore, without there is other evidence, will not listen to a man who says "I did not know what was in it when I signed it." That is monstrous. I don't say there are no circumstances in your case; but I say the Court must act on the ground that a man was led to execute a contract, as is the case in all the cases you have cited, by some circumstance at the time.

Mr. Macpherson said this was a case on the evidence in which his Lordship would be satisfied there was no consent, or in other words, the parties did not know what they were about. That was all he was contending for, and he relied on all the circumstances. He relied on what happened at the meeting, on its being mail day when Mr. Maxwell went round to his clients anxious to get their signatures, &c. He was not at all oppressed by the feeling that he was asking his Lordship to pervert any principle of right by taking evidence that there was no consent because there would be the oaths of three honourable gentlemen to that effect, and every single circumstance in the case corroborated them. He did not think it was necessary for him to do more than point out what the principle was and then show that this was a case in which the evidence would enable the Court to apply the principle. He would add a few words now with regard to the position of the three first defendants. The partners at home, Mr. Fleming, Mr. Nicol, and Mr. McIlwraith had throughout taken an entirely different view of the proper course to be pursued by the debtors in this case from that which the partners in Bombay had taken. He would read portions of a letter from Mr. John Fleming to Mr. Hamilton Maxwell which would explain the position. He would not read the whole letter out of consideration to the defendants, and because some portions were not material. The letter showed that from the first the partners at home were at issue with the partners here as to the true intent of the proceedings at the meeting, and as to the proper course for Nicol and Co. to pursue on the repudiation of the deed by the Banks becoming known. The letter was dated 7th December 1878, and commenced "My dear Maxwell, you are altogether mistaken in supposing that the opponents of your deed are actuated by feelings of personal hostility or have any desire to push your firm into bankruptcy. Your affairs have been pushed through with what is here considered indecent haste and a clause has been introduced into your deed granting a release, and that without reserving the rights of first parties. The banks are quite resolved not to accept the deed unless the release clause be surrendered. * * * The deed has given rise to the notion that you over-hastily snatched a discharge, and an influential body of your creditors are resolved you shall not have it in that way. * * * If you refuse to surrender the release clause, I fear there is no hope for keeping you out of bankruptcy," &c. &c. The learned counsel thought that letter was quite sufficient to show what position Messrs. Fleming and Co. took. He proposed also to read a letter from Messrs. Murray Hutchins & Co., who were solicitors for the partners at home, to Messrs. Rimington, Hore, and Conroy, solicitors for the partners here, dated 3rd January, 1879.

The Advocate General—These gentlemen had ceased to be solicitors for Messrs. Fleming & Co. at that date, and they are solicitors for the Oriental Bank, so it certainly cannot be evidence against the two defendants here.

Mr. Macpherson said the letter was written in answer to one from Messrs. Rimington, Hore, and Conroy, had reference to the affairs of the partners to whom the firm writing had acted as solicitors till the date of the liquidation, and was adopted by the three first defendants as expressing their views. The letter stated "at Mr. Harding's suggestion, we tried to arrange Mr. Harding's course of action between the creditors and partners of W. Nicol and Co. in this country. As all their interests were really identical it was not difficult to make such arrangement, and we deeply regret it has not been accepted."

The Advocate General objected to the letter being read. He said it was an extremely offensive letter, and a most impertinent letter too.

Mr. Macpherson—I quite understand my learned friend losing his temper, after the sanguine view he has taken of this case. This letter does not support my learned friend's view.

After some discussion on the point, His Lordship decided that as Messrs. Murray, Hutchins and Co. had ceased to be solicitors of Messrs Smith, Fleming and Co. the letter was one from strangers to the suit and could not be admitted.

Mr. Peter Walker Robertson was then called, and examined by Mr. Inverarity. He said:—I am the Agent of the Oriental Bank Corporation in Bombay. I hold a power of attorney. I know the firm of W. Nicol & Co. The partnes resident in Bombay were Messrs. Hamilton Maxwell and W. G. Hall. The first three defendants, Messrs. McIlwraith, Fleming, and Nicol, were also partners. That firm suspended payment on the 4th Ocotober 1878. At the time they suspended the Oriental Bank were creditors to the extent of £81,000 in respect of bills drawn by the firm, negotiated by the Bank. A very large portion of the bills was drawn on the Bank of Glasgow, about £64,000. A meeting of creditors of Nicol & Co. was called on the afternoon of the same day. It was called by the debtors, W. Nicol and Co., in the same letter announcing their suspension. It was held in their offices and I attended. The meeting commenced after I arrived. I afterwards read a report of the proceedings at that meeting in the *Times of India*. That report was a substantially correct account of what occured, and I annexed to my plaint a copy of that report cut out of the newspaper. [Report of the *Times of India* in paper of 5th October put in and marked A.] I also read the report in the *Bombay Gazette*. I considered the report of the *Times of India* more accurate. Because it was more accurate I sent home to the directors a copy of it. [*Bombay Gazette* report put in marked B.] Mr. Balfour asked me to take the chair at the meeting and I declined. Mr. Balfour asked me if I would agree to become a member of the committee of supervision of the estate. I said I have no objection. He then asked me to propose Mr. Douglas as chairman. I did not agree to that and said he had better take the chair himself. At that meeting nothing was stated to me either in public or in private about a release being given to Messrs. Maxwell and Hall. On behalf of the debtors Mr. Conroy attended as solicitor Mr. Maxwell was present. Mr. Hall was also present. A second meeting was held on the 8th of October. That date was fixed at the close of the first meeting. I attended the second meeting. I afterwards read a report in the *Times of India* of the proceedings at that meeting. That report is also cut out and annexed to my plaint. It is a substantially correct account of what took place. [Put in and marked C.] I also read an account of the proceedings in the *Bombay Gazette*. The one in the *Times of India* I consider the best. I sent home the latter to the directors in consequence. [Report of *Bombay Gazette* also put in, marked D.] I heard Mr. Conroy address the meeting on behalf of Nicol and Co. I heard him say there seemed to be an impression by the manner now proposed to be taken that the partners were to get some benefit. I heard him ask the creditors to disabuse themselves of that impression at once. He said that very distinctly. I heard him say that in order to carry out the measures proposed a deed has been proposed which would be submitted to the creditors for their signature. I heard him say that the object of the deed was entirely for the benefit of the creditors. Nothing whatever was said at that meeting about giving a release to the debtors. Between the 4th and 8th October nothing whatever had been said about giving a release. When I left the meeting of the 8th I had no intention whatever of giving a release. Mr. Conroy had a deed prepared on the table before him which I understood was in accordance with what he had said. Nothing further than what Mr. Conroy stated was known to the creditors. With reference to the deed between the creditors and debtors nothing further was known till the 14th. Nothing about a release was mentioned by any one between the 8th and 14th. On the 14th October Mr. Maxwell came to the Bank with a deed. Shortly after the 14th I made a memorandum of what took place between Mr. Maxwell and myself on that day. I made it on the 17th of October. Refreshing my memory with this memorandum I can say with confidence what took place. Mr. Maxwell presented for my signature a paper which he stated was the trust deed. As I was very busy at the moment with mail work, I said I had no time to go over it and asked Mr. Maxwell to leave it with a promise that I would return it to him in the course of the day. He said it was important no time should be lost as the native creditors were coming to his office that afternoon to sign it, and it was necessary to have all the names of the Committee attached to it first. I said I could hardly be expected to sign a paper without reading it. He said shortly it was the usual form of a trust deed and contained nothing beyond what was agreed to at the meeting of creditors. I am not sure whether he added—"namely, the appointment of a Committee of Trustees for the purposes of winding-up the estate and prevent it going into the hands of the Official Assignee." On this assurance I signed the paper. [The memorandum put in and marked E.] I am certain Mr. Maxwell said to me before I signed the deed, that there was nothing in the deed beyond what was said it contained at the meeting of creditors. I did not know at the time I signed the deed that it contained a release from the creditors to the partners in W. Nicol and Co. When I signed the deed I did not intend to give any such release to them. I would not have signed the deed had I known it contained that release. I was the first creditor and committee man who signed the deed. I have standing instructions not to sign any release to debtors. It is a well known and established rule in our office that no release is to be signed to debtors except after communication with the directors at home. It is a well established practice and rule with all the agencies of the Oriental Bank. This is a letter I recived from the Head Office at home dated the 1st of November, from the chief manager to me. (Letter put in marked F.) It was a letter expressing regret that Mr. Robertson should have signed a deed containing a release, and asking for an explanation of so unusual a step, and was put to show the practice in the Bank. In a personal friend both of Mr. Maxwell and Mr. Hall. Mr Hall expressed himself as most anxious not to have the estate thrown into the Bankruptcy Court. This was just before the first meeting of creditors on the 4th. I was very desirous of assisting them in their desire for a voluntary liquidation. I signed the deed from a sheer desire to facilitate the winding up of the estate, and for the benefit of the creditors, and to prevent the estate going into the Bankruptcy Court. After I had signed the deed at the interview with Mr. Maxwell, he thanked me. He said he was very much obliged that all of us bankers were very kind to them, and that he appreciated it very much, as he was in such a state of mind, he hardly knew what he was doing. I might have read two lines of the deed, but I was so busy that I really had no time to read it. On the afternoon of the following day I went to Nicol and Co.'s office at Mr. Hall's request. He took me with him in a gharry, with Mr. Blackhall. He said there were some difficulties arising with the natives at his office, and he wished me to come. When I got there I saw a large number of natives. Mr. Sharp came to the office shortly after I got there. I had some discussion with the three native members of the Committee as to the allowance to the trustees for winding up the estate. There was also a discussion as to what personal allowance should be given to Messrs. Maxwell and Hall who had promised to assist in the liquidation. They thought Rs. 500 a month sufficient. The deed was sent for to see about the allowance to Messrs. Maxwell and Hall. When the deed was brought Mr. Blackhall took it. He read it. Just about the time I was leaving Mr. Blackhall called my attention to a clause in the deed. Mr. Sharp had gone. It was the release clause and Immediately went upstairs. That was the first time I was aware of such a clause. Mr. Blackhall accompanied me a part of the way home and we talked about it. I intended to go to my solicitor as soon as I knew of the release, but it was late. It was 6 o'clock and I did not know whether he would be in office. I said to Mr. Blackhall it was a very serious matter for me to have signed a deed with a release in it. I made a statement to Mr. Blackhall as to the circumstances under which I had signed the deed.

At this stage the Court adjourned till this (Monday) morning.

THE BREAK OF GAUGE ON THE WESTERN RAJPUTANA RAILWAY.

AT the public meeting on this subject, held at the Chamber of Commerce on Friday there were present:—Mr. M. Mowat (Messrs. Ritchie, Steuart and Co.), in the chair, Mr. J. M. Maclean, Mr. J. A. Forbes (Messrs. Forbes and Co.), Mr. Forman (Sir Charles Forbes and Co.), Mr. Grattan Geary, Mr. Comber (Messrs. Lyon and Co.), Mr. F. Mathew (Agent, B. B. and C. I. Railway), Captain Kellock (Superintendent, P. and O. Company), Hon. M. Balfour (Manager, Bank of Bombay), Mr. F. Vouillon (Manager, French Bank), Mr. Bythell (Messrs. Gaddum and Co.), Mr. De Saone, Mr. Hector (New Colaba Company), Mr. Tennent, Dr. Blaney (Chairman, Town Council), Mr. Gostling, Mr. Latimer, Captain Crockett, Mr. Kemp, Mr. Walker, Mr. A. Moorhouse, Mr. Pendlebury, Mr. C. Lyon, Mr. Nanabhoy Byramjee Jeejeebhoy, Mr. Vurjeevundas Madhowdas, Mr. Raghunath N. Khote, the Hon. Morarjee Goculdas, Mr. Byramjee Nusserwanjee Servai, Mr. Dorabjee Framjee Patell (Messrs. Framjee, Sands and Co.), Mr. Ahmedbhoy Hubibbhoy, and a large number of other gentlemen:—

The CHAIRMAN said—Gentlemen, allow me to thank you for the honor you have conferred on me in asking me to preside at this meeting. I am glad to see such a large assembly here: indeed, it would scarcely be otherwise, seeing the important object for which you have been called together. Our first intention was that the meeting should be held in the Town Hall, and for this purpose a requisition signed by most of the leading inhabitants of Bombay was sent in to the Deputy Sheriff so far back as the 3rd of this month. Up to Saturday last no reply was given by Government as to whether we could have this meeting on a subject of more than ordinary interest to the inhabitants of this City and Presidency in the Hall, although for purposes of amusement it has been freely given of late. I leave you to draw your own inferences. Feeling the importance of time and the dangers of delay, I suggested that the meeting should be held here. The hall of the Chamber of Commerce has ever been open to free discussion on all points of importance affecting the interests of the commercial community, and the subject this afternoon is worthy of our best efforts. If there exists a powerful public opinion anywhere in India, this city may fairly claim to lead the van, and to show that we are something more than—

"Mere ciphers in the book of life."

The great importance of the Western Rajputana Railway to Bombay is admitted, and being a trunk line, we maintain that it should be constructed on the standard five feet six inches gauge. At one of the largest public meetings ever held in Bombay, namely, that of 29th August, 1877, the matter was fully discussed, and none of the great arguments then used have ever, so far as I have seen, been controverted. And why? Because they are incontrovertible, and the facts and figures which have been prepared, since we then met only go to prove the truth of what was then laid before you. Seeing that the advantages of the broad gauge are admitted, I find it unnecessary to occupy your time in recapitulating arguments which have been worn threadbare. Let us take a short survey of what has taken place since the date of our last meeting together in the Town Hall. The memorial then adopted was presented to H. E. Sir Richard Temple at Poona by a body of gentlemen representative of the most important commercial interests in this city. His Excellency did not go with us to the extent that we should have wished, but he made one important statement. I cannot do better than quote it: "Since I last had the honour of receiving a deputation on this subject, I have very strongly recommended the line being constructed from Ahmedabad to Pahlanpur on the broad gauge, and as you know that recommendation has been acceded to, and the construction of this portion of the line is about immediately to be undertaken on the board gauge." Now, gentlemen, there is an old saying that half a loaf is better than no bread, and after this important announcement by the most active and observant of Indian high officials—seeing that the country and its requirements are all well known to him—we were content to take this as a first instalment, feeling assured that the growing trade on a leading line would in the end compel the remaining portion northeastwards to be ultimately changed from the smaller to the standard gauge. There is another and a very strong reason why the broad gauge should be adopted on this portion of the line, for the further we can throw back the narrow gauge from Bombay the better. The territory between Ahmedabad and Pahlanpur belongs chiefly to the Gaikwar of Baroda. His Highness at one time offered to lend the Government of India 60 lakhs of rupees at something like 4 per cent. towards the construction of this line, provided, amongst other conditions, the broad gauge was adopted. The loan, I believe, was not taken on the conditions offered, and after a great deal of delay the Chamber of Commerce learned with regret that the engineer in charge had received instructions to lay the rails on the metre gauge. It was then and there determined to convene a public meeting to discuss this important matter. And when the Secretary of State (for we have private advices to this effect) has sanctioned the construction of the earth works, bridges, and culverts to meet the requirements of the broad gauge, are we to stand aside and see the permanent way laid otherwise and not raise our protest? No. Something more must be done. [Cheers.] His Excellency in the extract which I have just quoted used the words "immediately to be undertaken." Since then 18 months have elapsed, and the progress is much less than we expected; indeed, it has been, to say the very least, unimportant. Works of the nature of the Rajputana Railway ought to be persevered with in preference to many others, for railways never fail to promote the interests of the country. Stimulate the export trade, and many of the present evils of Indian finance will rapidly disappear. I have been informed that the line can be completed in twelve months, and I trust that all the energy at the disposal of Government will be put forward to confirm the statement of Napoleon the Great, that there is nothing impossible. Since we last met here the evils of break of gauge have become more and more apparent both from a commercial as well as from military point of view. The experience of the Engineer-in-Chief of Railways for the Colony of Victoria illustrates our case but too truly. He says—"In Canada I had found that the evils of break of gauge were fully recognised. The gauge of the Grand Trunk Railway, extending over 1,400 miles, has been altered at great expense from 5 feet 6 inches to 4 feet 8½ inches to bring it into correspondence with the railways of the United States, and those who had been the warmest advocates for a gauge of 3 feet 6 inches admitted the mistake which they had made in adopting it, and anticipated an alteration which would give uniformity of gauge over the whole of Canada and the United States. The experience, however, which had been gained in Canada was either not known to those who control the railway policy of India, or had been ignored by them, for not only is break of gauge to be found there, but all the mistakes in the construction of engines and rolling stock of the narrow gauge lines in Canada, which have been converted at great expense, are being repeated on the metre gauge railways in India." And it is only the other day that an able writer in the *Times* stated: "Moreover, the break of gauge was found to cause much delay in the transport of stores and men. All these defects were pointed out prior to the adoption of the line by the majority of military men—by all the practicable soldiers in India; their views, however, were overruled; and we are now reaping the policy of vacillation which characterized the Government of India." What clearer illustrations could you have? A penny-wise-and-pound-foolish policy never pays, and it is our duty as taxpayers of the country to point this out in as prominent a manner as we possibly can. Gentlemen, there are other points which must not be overlooked. The arguments which have been put forward in favour of the cheaper construction of the narrow gauge are not so strong as they once were. Two years ago it was estimated that the difference might reach Rs. 10,000 per mile, but since then there has been a very material fall in the price of iron. Contracts for steel rails have actually been made for delivery this year at £4 15s. per ton, and for next year at £4 17s. 6d. With the Ahmedabad-Pahlanpur portion of the line it is now simply a question of the cost of rails and rolling-stock, for we understand that a decision has been arrived at regarding the earthworks. As the weight of rails have lately been increased to 50 lbs. per yard for the narrow as against 73 lbs. to 84 lbs. for the broad gauge, the saving in this respect is a bagatelle. Mr. Carrol, of the Bombay, Baroda, and Central India Railway, in a paper which I have read with much interest, has lately proved that several broad gauge lines have been constructed cheaper than the Rajputana Railway, and the line which we are just discussing runs through a flat country which presents no difficulties to the engineer. In a statement which was prepared some time ago by Mr. T. W. Wood, and which was forwarded by the Chamber of Commerce to Government, it was clearly shown that the expense of working narrow gauge lines is much greater comparatively than that of those constructed on the broad system. Then our own case becomes a very simple one. In speed, in carrying capacity, in economy, the advantages are all on the side of the standard gauge; the only compensating advantage on the other is a slight saving in the first cost. The advantages of having a general rolling stock available in times of famine and war have again and again been pointed out. This railway forms one of the trunk lines of the system laid down by the ablest ruler that ever presided over our Eastern Empire—the great Marquis of Dalhousie. When completed it will form the chain of communication with the North-West and the rich provinces of Upper India. Gentlemen, we all well remember the legacy which our late Governor, Sir Phillip Wodehouse, left us. He saw the advantages of having this line constructed on the broad gauge, and he charged the mercantile community to agitate for this desirable result. I have still the hope that this may be accomplished; a good cause never fails to triumph, and no small share in the future greatness of this city will depend on the nature of her communications with the interior. The gist of our arguments are put forth in the memorial which is now presented to you, and as it appeared in this morning's papers, it may be taken as read. I am glad that the first resolution with regard to it is in the hands of a gentleman who has ever shown a keen interest in this matter, and I feel that no member of the community can handle the subject with more ability. I now call upon Mr. Maclean to propose the first resolution. (Loud applause.)

Mr. J. M. MACLEAN, who was greeted with applause, said—Mr. Chairman and gentlemen, I have to propose the resolution "that the memorial which has been published in to-day's papers be adopted by this meeting." It is unnecessary for me in proposing this resolution to recapitulate arguments with which the public are tolerably familiar, and which have been briefly but clearly and ably set forth in the memorial itself and enforced by the Chairman in his elaborate speech. I wish rather to direct the attention of the meeting to the full significance of the change that has occurred in the situation regarding this question since we held our public meeting in 1877, and sent a deputation to Sir Richard Temple. At that time, it might be said that after years of controversy we had at last made a distinct advance towards securing a broad gauge line from Bombay to the North-West. The Governor informed us that he had recommended, and that the Government of India had sanctioned, the construction of the section as far as Pahlanpur, an additional length of 100 miles, on the broad gauge; and that was a very important concession. But since that time, we have had a relapse; we find that even this section to Pahlanpur is being laid down with narrow gauge rails, and that we are altogether as far behind hand in getting the broad gauge line we want as we were five years ago. It is interesting to ask, what can be the cause of this change? Some persons, I know, are inclined to blame Sir Richard Temple in the matter, and consider that he has perhaps misled the public, or at all events that he is a strong advocate of the narrow gauge. Now, as the spokesman of the deputation which went to see Sir Richard Temple two years ago, I can say for myself, and I think for most of the other members of the deputation, that that was not the impression they gathered from his speech. Sir Richard Temple is known to all of you as perhaps the Indian official who has the keenest appreciation of the value of public works to this country. In a minute he wrote a good many years ago, he protested against the extension of the frontier of British India which has recently taken place, because he said the cost of it would swallow up money which might be much more usefully devoted to the prosecution of public works in India. And since he came to this Presidency, we know he has done all in his power to hurry forward the construction of the Dhond and Manmad line on the broad gauge, that he takes a great interest in the construction of the main line onwards from Ahmedabad to Sind, that he has done all in his power to induce the Government of India to sanction a line from Sukkur to the Bolan Pass, and that in all parts of the Presidency he has laid out plans for improving the communications of Western India. I do not think it would be fair, or would increase the weight of our representation to the Secretary of State if we were to say that Sir Richard Temple had without thought taken up a wrong position in this matter. But, gentlemen, I dare say many of you understand that the ruling principle of conduct of the present Governor of Bombay seems to be that he will not place himself in opposition to the distinct orders of the Government of India. He does not consider that it is the province of a local Government to be always fighting with the Supreme Government. He thinks—and I dare say there is a good deal to be said for that theory—that there must be one will and one rule for the whole of the Empire, and that, having urged his own opinions, all he can do is to submit to superior authority. Gibbon, in his Autobiography, tells us that, when a stern parent interfered to bring to an untimely close the only romance that ever shed a gleam of light on his otherwise passionless life, "I sighed as a lover; I obeyed as a son." I sometimes think that Sir Richard Temple, in carrying out the orders of the Government of India, may say to himself, "I sigh as a statesman, but I obey as Governor of Bombay." (Applause.) Now, let me tell you what was the gist of the speech Sir Richard Temple made to us when we went up on that deputation. He said that originally he had been an advocate of a great system of narrow gauge railways, covering altogether about 3,000 miles, of which one terminal point was to be Bombay, another Delhi, another Kurrachee, another Lahore, and another Indore, so as, in fact, to include the whole railway system of the Punjab, Sind, and Rajputana, and right down to Bombay in one system of narrow gauge lines. Well, he acknowledged that the bottom had been taken out of his argument by the alteration which the Government of India made in consenting to let the Indus Valley and Punjab Northern lines be laid on the standard gauge, thus destroying the plan of having a complete system of narrow gauge lines within itself; and he then set himself to minimise as much as possible the differences existing between the Government and the public with regard to the present case. He said "A great portion of the line, from Agra and Delhi to Ajmere, has been already laid; well, I have persuaded them to let us have the broad gauge as far northwards as Pahlanpur. There remain only 200 miles to construct, and the only difference between you is where the break of gauge is to be, whether at Pahlanpur or Ajmere, as it is actually settled there must be a break of gauge somewhere. Now, don't you think you are making too much of the question in trying to make it a matter of principle where this break of gauge should be? It is as broad as it is long whether you have the narrow or broad gauge on this section of the line." That was the line of argument taken by Sir Richard Temple. It seemed to me a very skilful and ingenious way of balancing the arguments on one side and the other; and instead of a rebuke to us, I looked at it very much as a warning to the Government of India,—as saying, "Why do you set yourselves against public opinion in this way? There is very little to be said about the advantages of the narrow gauge for this small section; there is very little saving to be effected, and you may just as well comply with the request of these requisitionists." (Hear, hear.) Unfortunately, the Government of India have not thought fit to act on that representation. I fancy the mistake the Governor of Bombay made in his speech was that he very incautiously stated the special reasons which had led him to recommend that this section as far as Pahlanpur should be laid down on the broad gauge. He said, "I must explain that I advocated that course on this particular ground, viz:—that there was not much probability, in the present financial times, of the line being carried through from Ajmere to Pahlanpur; and in the meantime I maintained that the short piece from Ahmedabad to Pahlanpur might be, and should be, constructed within the next year or two; and that whether the remainder of the line to Ajmere were carried out or not, this piece at all events would be of immense benefit. And, of course, if this piece alone were made, it must be made on the broad gauge." Well, the advocates of the narrow gauge seem to have at once seized upon this admission. They said, "If we show that the line is to be constructed at once right through, we have done away with Sir Richard Temple's argument that the Ahmedabad-Pahlanpur section should be on the broad gauge." They have pushed the line on, accordingly, from Ajmere downwards, and they now say, "We can give you a line to Ahmedabad on the narrow gauge much sooner than if we wait to give you the broad gauge." You will see, gentlemen, that, in taking this course, they, by implication, admit how very great are the evils of break of gauge. I do not suppose it is necessary for any one to dwell on the magnitude of those evils nowadays, they are so generally admitted as regards in military matters, we know what has been done in the Punjab in order to secure uniformity of gauge; and there was a very interesting letter by Mr. Forbes, special correspondent of the *Daily News*, published a short time ago, pointing out what a fearful blunder would have been made if the line had been constructed beyond Lahore on the narrow gauge. I remember, also, a paper by General Hamley on the Russian war, in which he said the Russians had been put to such enormous inconvenience by the break of gauge going down to Bucharest that they intended to take up all the lines running through Roumania and lay them down on their own gauge. My friend Mr. Mathew has just returned from Calcutta, where he has taken part in a conference, the object of which was to secure an interchange of rolling stock between the companies forming the whole grand trunk system of India. That shows the commercial value of a uniformity of gaol over the whole country. The advocates of the narrow gauge, however, now again come forward and say it is within their power to give us uniformity, and that they will do it by giving us the narrow gauge. It is for you, gentlemen, to consider whether it is desirable that the narrow gauge should be carried right down the Bombay and Baroda line to Bombay, and that that should be our only communication with the North-West. You will remember that this is the most important line running from Bombay into the interior of the country. By it Delhi and Agra will be made almost equi-distant from Bombay with Allahabad; and if you add that on the Great Indian Peninsula line to Allahabad there is not a single great commercial city and that the country for the most part is very thinly populated, whereas Gujarat is a rich and thickly populated country, and there are on the line the great cities of Surat, Baroda, Ahmedabad, and others up to and including Agra and Delhi, you will wonder how it ever came into anyone's head to conceive that in this particular situation a line should be laid down affording less convenience than that we have across to Allahabad and Calcutta. (Applause.) There can be no doubt that there are two very strong parties in the India Council and in the Governor General's Council with regard to this question. Sometimes one gets the upper hand, and sometimes the other. Two years ago, the general feeling seemed to be that the narrow gauge was a mistake and should be done away with. Well, what has happened in the interval to alter that feeling? I maintain, without meaning to say anything personally offensive, that the real explanation of this change of feeling in the Government is that General Strachey has come out to India during that time, and has been a member of the Viceroy's Council. (Applause.) We all know, gentlemen, that General Strachey is a very high-minded, disinterested, and conscientious man. They all are. But at the same time his is a type of character of which unfortunately there are a great many examples amongst officials who are never subjected to the check of public discussion. He is obstinate, self-opinionated, and arrogant, and too apt to imagine that India is a *corpus vile* on which he may try experiments to show the value of any theories which come into his head. And I do not say that entirely on my own authority, because a few years ago there were published some Parliamentary papers in which Lord Northbrook, on behalf of his Council, protested most strongly against the arrogant and unwarrantable tone which General Strachey had used as a member of the India Council in attempting to dictate to the Government of India what gauge should be laid down on the Punjab and Delhi line. That was the time when Lord Northbrook threw off the Strachey influence, and with the assistance of other members of his Council, including Lord Napier, obtained the consent of the Secretary of State to the North-Western lines being laid on the standard gauge. The official who habitually allows himself to use such a tone in speaking of his equals is likely, I think, to commit similar mistakes with regard to the community of Bombay, which unfortunately is not represented at all at present in the Viceroy's Council. But we may fairly hope that our opinions will carry some weight at home, even against those of General Strachey. It is often said that we European non-officials in this country and the native community would do far better to submit our wishes to the high intelligence of the officials who rule us; but in this matter self-interest is a good guide. We know what will be good for Bombay, and it is quite possible, as is well said in the memorial that we, who have not merely a personal and temporary interest in the place, but who are most of us connected with businesses which we hope, whatever happens to ourselves, will long survive us, have quite as good an appreciation of what is for the real interests of Western India as the greatest officials in the country. (Loud applause.) No doubt, gentlemen, it is disappointing that the Government have not chosen, up to this time, to give any answer to the very respectful and temporately worded memorials which have been sent on to them; but that fact should not prevent us from doing our duty and again coming forward to tell them what we feel and know to be right. Let us hope that this memorial will meet with a better fate and that by our continual coming we may at last weary them into giving us an answer. (Applause.)

Mr. BYTHELL said—Mr. Chairman and gentlemen, I second the resolution which Mr. Maclean has just proposed, and as he and you yourself, sir, have treated the subject already so very fully, I feel I need not say much, in fact I may also say I feel there is not much left for me to say. This Rajputana Railway question is a very good example, I think, of how the interests of this Presidency are very often made almost entirely subservient to those of Bengal. (Hear, hear.) I have been looking at the map since I came into the room to refresh my memory as to the exact locality of the chief places. I see that Bombay is the nearest port to England, and that there is a vast territory almost immediately north of us with which certainly we ought to have immediate communication. And yet, at present, we have to go almost across India to the East and travel nearly as far back to the West in order to secure railway communication with that district, while Calcutta, though much further removed from that territory, has for a great number of years past had direct railway communication with it, and has therefore been enabled to monopolise a large amount of trade which properly belonged to our port. It is impossible, I think, to estimate the loss that has been sustained by Bombay in connection, and not only has this Bombay itself suffered, but the country itself has been very much injured. You will remember how in the famine of 1877 I think something like a million and a half of people died, mainly because there was no railway communication across that sandy plain from Ahmedabad to Ajmere. If the line between those places had been then completed, and the B. B. & C. I. Railway had been able to carry the surplus grains of Gujarat into the famine districts, probably a large proportion of that loss of life would never have occurred. Well now, after so many years' agitation, we do seem likely to have direct railway communication with Rajputana and the countries to the north thereof. The Bengal interest has at last to a certain extent been overborne; and yet, though they are giving us communication, how have they gone about it? Instead of beginning at this side, where they could have brought their railway material to the nearest port to Europe and have had to carry it only some 300 miles before beginning to lay the line, they have taken it round to Calcutta and from thence to Agra and Delhi, a distance, I suppose, speaking roughly, of some 500 miles in excess of the distance it would have had to be carried if brought through Bombay. And not content with that, although as the Chairman and the mover of the resolution have pointed out, this is not a mere branch railway but one of the great trunk lines of India, they have given us the narrow gauge southwards from Agra to Ajmere already. Some ten years ago the statesmen who advocated this narrow gauge theory had, we might almost say, something in their favour. They could produce the opinions of a great number of eminent engineers to the effect that if they went in for narrow gauge railways they would be able to carry lines over a very much longer distance than they could with the broad gauge for the same money, and that when completed, they could work the narrow gauge lines for a very much less proportion of the revenue. But this, almost their only argument, as the Chairman has already stated, seems to have been cut away from beneath their feet completely. I had a general idea, from having read in the papers articles on this subject from time to time, that these narrow gauge railways are not so cheap as the promoters predicted, but I was not prepared for the actual facts. A few days ago, I received a copy of Mr. Carroll's report, and was much surprised, firstly to see that the actual capital cost of these railways has been almost, if not quite, equal to that of railways on the broad gauge constructed during the same period. Of course, as has been remarked, compared to railways made 20 years ago, when engineers had not the experience they now have, the narrow gauge railways cannot be compared. The only fair comparison is with the broad gauge lines of later years, and it is evident that the Rajputana line at any rate has not been cheaper than recently constructed broad gauge lines. And I was surprised to see that the cost of working the Rajputana line, taken as a whole, is actually much greater than that of working the great trunk lines on the broad gauge system. Well, sir, you would imagine that when these facts are brought before the statesmen who advocated the narrow gauge theory a few years ago, they would admit their mistake: but it appears, as Mr. Maclean says, that they are not open to argument,—it is impossible to bring any arguments before them that will convince them. In fact we may almost say there is no argument that they will listen to, and that being so, there is no other course for us to adopt than that suggested by the resolution, to send the memorial to the Secretary of State for India. I need not dilate on the disadvantages of break of gauge. Mr. Maclean has read you extracts, which prove this very completely, if proof were needed: but it is not needed. We all know from what we have read of the late Russian war that break of gauge in time of war is a more serious calamity perhaps than anything else that could happen, and I think it is almost an equal calamity from a business point of view. If that railway be completed from here, through Rajputana, right away into the North-West, I am sure you will all agree with me when I say there will be an enormous traffic upon it. It will have perhaps a heavier traffic than any line in India, and you all know what the difficulties, not only as regards loss of time, but as regards expense, will be if the whole of that traffic has to be transhipped once and some of it transhipped twice. Mr. Maclean referred to another matter, which I believe is also mentioned in the memorial. He said that we who are resident in Bombay have not a mere temporary interest in the country. Often, in connection with the discussion of public matters in Bombay, and especially in connection with the wretched Cotton Frauds Act, it has been thrown in our teeth by Government officials that we merchants have only a very temporary interest in the country, and that therefore our opinion on all matters of this kind should be accepted with great reserve. It seems to me, gentlemen, that we merchants have a much more permanent interest in the country than any Government official, because when a Government official leaves the country, his connection with it, as a rule, is terminated except for the mere receipt of his pension, whereas we merchants, in almost 99 cases out of 100, when we leave the country, are almost as intimately connected with it as we were when we resided here. (Hear, hear.) I do not know that there is any other point in the discussion which appears to me to deserve special notice. I may say, in conclusion, that I think when this memorial and the facts which accompany it are laid before Her Majesty's Secretary of State in India he will be statesmanlike enough to see that by sanctioning the laying of these narrow gauge lines on the land being prepared for the broad gauge he will sanction a fatal and costly mistake, that if he yields to what we may call the Strachey influence in this matter, the country will before very long be put to the expense of relaying the whole of these rails. I hope he will take care not to accede to a policy which may be described as unstatesmanlike and also as un-businesslike. (Applause.)

Mr. J. A. FORBES—Mr. Chairman and gentlemen, I feel that the object with which we have assembled here to-day is one which ought to have the very warmest support of every man who has the interest of Bombay or the trade of Bombay at heart (hear, hear); and I cannot help hoping that the very strong case which is made out in the memorial we are about to forward to the Secretary of State for India will induce him to refrain from hampering us, and the trade of Bombay, and the interests of the whole Presidency with a railway which is sure to be insufficient for the object for which it is made. It will not suffice for the traffic which it is intended to carry, and will prove in the long run an expense and a source of disappointment. I am convinced that the benefit this railway will bring to Bombay can scarcely be overrated. I believe it will be enormous; and I believe also, as has just been mentioned by Mr. Bythell, that the loss which Bombay has suffered owing to the delay in constructing this railway has been very great indeed. The trade of Bombay has suffered, and the interests of the cultivators and merchants up-country have also suffered, and I cannot help thinking that looking at India as a whole all the country has suffered, because there can be no doubt that

to increase the exports of India is one of the most impotant objects to which Government and those who are interested in India can direct their attention. The vexed question of exchange and the diminished value of the rupee is to a great extent dependent on the exports from this country, and I believe that if Government could through some stroke of genious or if after the service of years of scarcity and famine which we have suffered, Nature could suddenly increase the productiveness of this country and double the produce available for export, this very serious question of exchange would be solved. I therefore conceive it is vastly to the interest of India as a whole that Government should do all it can to facilitate and increase the exports of the country. Now, by making this railway on the narrow gauge, and with two breaks of gauge, I do not consider that they are tending to increase the exports from the North-West of India. It is more than likely that owing to the increased cost of working a narrow gauge railway and owing to these two breaks two of gauge, really the cost of bringing down goods from the North-Western Provinces to Bombay will not be less than it is now to take those goods to Calcutta or to Bombay by the old line. Therefore this line, so far as increasing the exports of the country, will have very little effect, whereas if we had a broad gauge line, worked cheaply and with low rates of freight, we should, as it were, be entering a mine from a lower level, we should be tapping an entirely new country, we should be affording an inducement to cultivators, and exporters who have at present no object in increasing their business; and I believe the effect on the country at large would be very beneficial. I think it if very disappointing that the memorials which have been forwarded from the Chamber of Commerce and from the public to the Government of India have not been treated with more regard, more consideration; but I think it would be a great mistke on our part if we were to allow ourselves to be in any way discouraged by that (Hear hear). What we must do is as Generel Grant did when he found his enemies too strong for him,—peg away at them again. That is the only way to deal with a matter of this sort; we must continue to hammer and hammer on the subject until, to some extent at least, our object is attained. (Hear, hear). I do not think, gentlemen, I need detain you with any further remarks. The subject has been so strongly put by previous speakers that I feel much that I could have said has been already mentioned; but I hope the object which we have come here to-day to promote will be in the end successful. (Applause.)

Mr. Mathew said—Mr. Chairman and gentlemen, you are aware that when the construction of the broad gauge between Ahmedabad and Pahlanpur was sanctioned by the Government of India that it was considered even by those who advocated the general adoption of the narrow gauge that there were special grounds which rendered the narrow gauge unsuitable for that line. The country being open and level the difference in the cost of construction would be small, whilst the prospect of through and local traffic being large the balance of cost of a line with full stock would not be in favour of the narrow gauge. Further, the line could be worked as a part of the B. B. and C. I. Railway with slight cost for stock or establishment. The deliberate action of Government which was announced to us at Poona by His Excellency Sir Richard Temple appeared to have been taken on very good grounds indeed. The circumstances are still the same, but without explanation, and in opposition we know to the opinions of the majority of the Council in Bombay and its professional advisers, still more in opposition to the advice and recommendation of Sir Andrew Clarke, the responsible Minister for Public Works, the Railway Department officers have commenced the works for the narrow gauge. It would be difficult to find any reason for the alteration; to find a sufficient reason I hold to be impossible. I do not fully agree with Mr. Maclean's explanation for the change. The alternative explanations which I would suggest is that as the alteration of plan was made immediately after the return of Sir John Strachey to this country, and as his persistency in getting his own way and in holding to opinions once expressed is generally believed that the reversion of the decision of Government which was come to in his absence was his work. I would not wish to speak of Sir John Strachey otherwise than with the respect due to his eminent talents and high position, but it would be gross flattery to say that he is a competent authority on the gauge to be adopted on the Rajputana or any other line. It is stated that there is an accumulation of small gauge rails in this country, but surely there are many lines of the interior system still wanting on which the narrow gauge would be suitable, and it cannot be advisable to incur the wasteful expense of putting down the small gauge on any part of the main line system. In the Government of India, the members of which have great responsibilities and arduous duties it is easy to understand how obstructive the Minister who has charge of the public purse may be, and if he interferes unduly outside his own department with professional questions that the results are likely to be deplorable. On the long delays and in the recent action taken as regards the Rajputana Railway and on the want of common courtesy in withholding even a reply to the memorials from the people of Bombay there are provocations to the thought that there is something in the atmosphere of the country which inclines even British gentlemen to approach in practice to what has been termed "Oriental despotism", and that even high officers of Government may require to be reminded that the power with which they are entrusted is not arbitrary, that they are the trustees, not the owners, of the great estate which they administer, and that their fellow citizens of the outside public have a right to a free expression of opinion and to have their rights and interests protected. Most of us here have seen more than one set of high State officials depart from India, some to fill great offices under the Crown in other parts of the Empire and some to merited oblivion. If we have a Minister in any department who contemptively disregards public opinion, who dictates in matters in which he is not a competent judge and who plays with great public interests, we can only hope that he may soon find at home a comfortable retirement. For such a Minister in England oblivion would be the best security as in that free land an arbitrary and unreasonable exercise of power is not likely to be tolerated. To return to the question of gauge, it would require something like inspiration to add to the arguments already stated against the adoption of a narrow gauge on any part of the Rajputana Railway. On my friend Mr. Carroll's interesting paper lately published, I would add that during last week the Rajputana line had to stop receiving goods from the East India Railway, the excuse being insufficiency of rolling stock. The want will no doubt be soon supplied, but it will grow further and so will the capital account, and with the increase of both, so also must increase the disadvantage, in working as compared with lines of capacity more nearly adequate for the traffic. I wish now only further to say that I regard the construction of the Rajputana Railway on the narrow gauge as a deplorable error, and that the further extension of the narrow gauge on that line should in the interests of the public be opposed by every means in our power.

Mr. Dorabjee Framjee Patell said—Mr Chairman and gentlemen, it is not my wish at this late hour to trespass upon your valuable time by reiterating the facts and arguments so ably put forth by the proposer and seconder of this motion and the supporters of the proposition before you. But the question is of such grave importance that I must crave your indulgence to say a few words on its merits. It is indeed to be deplored that the extension of the line of railway from Ahmedabad to Ajmere being for the paramount interests of the Empire and a work of acknowledged necessity, should have been shelved so long. Of course, we should not be uncharitable in ascribing the delay to any motive; yet it is clear that this Presidency's interest in particular, and that of commerce generally, have suffered seriously in the interval. To give you an idea of this sacrifice, I may point out the enormous sums which have been unnecessarily expended on the produce of the North-West Provinces generally and of the Punjab in having had for years and years to pay for about 350 miles additional railway fare. Notwithstanding that the construction of this line had been contemplated so far back as a quarter of a century ago, yet we must feel thankful that its actual commencement has at last been undertaken, and when it is completed we shall be still more thankful. Gentlemen, you are aware that so far back as in the year 1853 Lord Dalhousie's Government considered a line of railway which would connect Bombay with the Punjab and provinces of the north of India would be of great political and commercial value and calculated to afford the greatest amount of general advantages. Since then not only the public of Bombay, but this Chamber and those of the United Kingdom consistently advocated this line and the succeeding Governors-General placed on record their sense of its value and importance. But it never assumed a tangible shape until 1874 when surveys of it were ordered by the Government of India. Some years afterwards when the surveys and plans were completed and the work commenced, a question of grave importance arose—i.e., whether the permanent way should be on the broad or narrow gauge. It was at one time thought that the battle between the advocates of the broad and narrow gauge had been fought out, and that by an overwhelming majority the decision was in favour of the broad gauge. His Excellency the Governor of Bombay, in replying to the deputation who presented the memorial in September 1877 against adopting the narrow gauge for this portion of the line, remarked that he had very strongly recommended the line being constructed from Ahmedabad to Pahlanpur on the broad gauge, and that his recommendation has been acceded to. But when, as we thought, we were about to see the object of our labours realised, however partially, it is much to be regretted that the State Railway Department has commenced laying on the metre gauge this very line which, as His Excellency the Governor remarked, had been sanctioned on the broad gauge. You will therefore see that although the advocates of the narrow gauge are very few in number compared with those of the broad gauge, they are so stubborn that they will not listen to reason and much less to what the commercial communities consider to be for its interest and the interest of the country. I cannot understand on what grounds the advocates of the narrow gauge so persistently put it forward. For their objections have been answered so conclusively time after time both by actual facts and recognized authorities such as competent engineers that even to the most sceptic it carries home conviction. It will be admitted as a principle that the necessity of railroads has arisen in consequence of the appreciation of the value of time and saving of labour. Distance is measured by time, and economy by the saving of cost in the carriage of goods and men. Bacon somewhere says that there are three things which make a nation great and prosperous, "a fertile soil, busy workshops, and easy conveyance of men and things from one place to another." It cannot therefore be contended on their part that these double breaks of gauge intended to be effected in the trunk line will achieve any desired object in the way of economy or otherwise, but it may very well be contended that the effect would be a serious impediment to the carriage of goods and men, proving a source of great expense, delay and risks of injury and loss of goods. Taking for granted the opinion of the advocates of the narrow gauge which, I believe, is quite contrary to fact that there will be a saving in the adoption of the narrow gauge. Whatever small saving its adoption will effect will be counterbalanced by the increased expenditure incurred in providing additional rolling stocks for it, and I believe in the working of it as is stated in Mr. Carrol's opinion. From all this it seems that this Presidency is singularly unfortunate, that notwithstanding that it may be taken to have been proved that a uniform gauge from Bombay to Delhi would have the most beneficial effect, yet that not only the construction of the railway has been deferred so long to the great detriment of this Presidency, but in spite of the incontrovertible facts laid before the authorities from time to time as to the undoubted advantage the broad standard gauge has over the metre gauge, that the whims and caprice of a few advocates of a narrow gauge should have been allowed to overrule not only the original decision of the authorities, but to ignore facts which are patent. I need not dilate on the commercial evils which are likely to occur should this line be constructed on the narrow gauge, as this is an assembly of commercial men for the most part, and the evils will be apparent to you all. Suffice it to say should the narrow gauge be adopted the consignor of goods beyond Delhi will have to break bulk at Delhi and again at Ahmedabad or Pahlanpur, as the case may be, causing him great additional expense and exposing him to risk of injury and loss of goods. Besides this I may add the great inconvenience and annoyance which would be caused to passenger traffic. I have not the least doubt therefore that you will all unanimously confirm the memorial which is being prepared for submission to Her Majesty's Principal Secretary of State for India and I doubt not it will have its due effect.

Mr. Ahmedbhoy Hubibbhoy said—I have great pleasure supporting the resolution. There is probably no question of greater importance to this port and Presidency than the one which is now before this meeting. The emergencies of trade, to say nothing of those of famine, require that there should be a uniform gauge on the great trunk line of railway between Bombay and Delhi, and it is certain that none but the broad gauge will be equal to the traffic of the line. The mercantile community have had occasion during the last few months to complain of the blocks of goods at Cawnpur, Nagpur and other stations, and if these blocks occur at such stations which are all on the broad gauge system, it is clear that the advantages of railway communication between Bombay and Delhi will be greatly impaired by the obstructions caused by the breaks of gauge at Delhi, Ajmere or elsewhere. That a large traffic will pass over this line is beyond doubt and experience has already shown that no saving will be effected by constructing any portion of the line on the narrow gauge. It was a grievous error making the line between Delhi and Ajmere on the narrow gauge, but as this portion of the line is completed we may safely leave it in the hands of the Government of India to be dealt with hereafter, feeling sure that the evils of the break of gauge will become intolerable and will force Government at no distant date to relay the line on the broad gauge. It is, however, incumbent upon us by every legitimate means in our power to prevent this error being extended, and I hope that our protest, not only against the permanent way of that portion of the line between Ahmedabad and Pahlanpur being laid on the narrow gauge, but against another mile of rails south of Ajmere, being laid on the narrow gauge, will be unanimously adopted. The mistake in the first instance appears to have been committed by their not regarding the Bombay and Delhi line to be a trunk line, although Lord Dalhousie pronounced it to be of the greatest political and commercial value. And nothing could have been more erroneous than this view, because the course of the line is not less than 350 miles at any point distant from the course of the G. I. P. or the Indus Valley lines, and it is fed by an independent traffic flowing to it on either side from districts which those railways cannot reach. There can be no question that main through lines of communication such as this, particularly when connected at either end with the broad gauge system, should be constructed on the same broad gauge. And the inhabitants of this city who are chiefly interested in the question will, I hope, never cease to agitate the question until this great trunk line between Bombay and Delhi is laid throughout on the broad gauge.

The resolution was then put to the vote, and carried unanimously.

Mr. Grattan Geary—Mr. Chairman and gentlemen, the resolution which I have to propose is "that the Chamber of Commerce be requested to forward the memorial to the Secretary of State for India through the Government of Bombay." It is satisfactory to remember that the Government of Bombay has been on the whole thoroughly with us on the question of the gauge for the line from this to Ajmere. (Hear, hear.) Sir Philip Wodehouse's Government was distinctly in favour of the broad gauge from Ahmedabad to Ajmere, and the last words the late Governor addressed to the community of this city were "Agitate, Agitate" for the broad in preference to the narrow gauge. Sir Philip Wodehouse has been succeeded by Sir Richard Temple, and if he does not go to the extent we could wish he has distinctly stated it is his impression that the line from Ahmedabad to Pahlanpur should not be on the narrow gauge, but on the standard gauge, continuous with the line from Bombay to Ahmedabad. And not only is the Government of Bombay substantially with us in the matter of this memorial; but it is also strongly in our favour that there is complete unanimity on the part of the mercantile and general community of this city. There is no division of opinion whatever, so far as I can see. The narrow gauge is being forced upon us not in accordance with even a minority of the people of Bombay and Western and North-Western India; but it is being enforced solely by the will of certain members of the Government of India, not, I believe, by a unanimous Government of India. (Hear, hear.) I need not dilate on the reasons which justify this meeting in urging that the mistake should not be committed of making this continuation of the Bombay and Baroda line on the narrow gauge. The break of gauge it is felt, and I suppose is impossible to be denied, will be fatal to the great development of the grain traffic of the North West, which is the specially hoped for result of the construction of this line. The merchants and railway people are quite clear that the break of gauge will most considerably interfere with the utility of the line, and that ultimately, as the traffic becomes developed, it will be necessary to carry the broad gauge on to Delhi itself, where it will join the broad gauge lines at the other end. It has been also set forth to you by the speakers this evening that the narrow gauge is not, as was once supposed, economical in itself irrespective of the circumstances in which it is placed. The narrow gauge has its place; it is an economical line where the traffic is so limited that large wagons and large rolling stock would not find full employment; but where it happens, as in this case, that the traffic is large, then so far from being an economical line, it is a distinctly wasteful line in the actual working. As to the actual construction, I have been informed and believe that the Bombay and Baroda Company are willing to construct the line on the broad gauge at a sum less than the State Railway Department have estimated for it on the narrow gauge. The first cost I am informed, of the line on the broad gauge need not be in excess of that of the narrow gauge. It is a noticeable fact that although it was distinctly stated more than a year ago that the portion of the line between Ahmedabad and Pahlanpur was to be laid down on the broad gauge, and though the earthworks and masonry have actually been constructed on the broad gauge, we learn, as it were by accident, that the permanent way is being laid on the narrow gauge. So far as I am aware no intimation has been given to the public why this departure has taken place from the decision arrived at in 1877. I think it is due to the public, seeing that the citizens of Bombay and the people of Western India generally take such a deep interest in this question, that if the change was made on any grounds capable of standing examination, they should have been made public when the change was decided on in Calcutta. (Hear, hear.) But no explanation has been vouchsafed, and under those circumstances I think we are well warranted in going directly to the Secretary of State and appealing to him to place the matter on the basis which we—somewhat unwillingly—accepted in 1877, and direct that this portion of the line be laid on the broad gauge, as was then decided. (Hear, hear.)

Mr. Nanabhoy Byramjee Jeejeebhoy said—Sir, in seconding this resolution I need say but a very few words indeed. The able and eloquent speakers who have preceded me have done so ample justice to the subject that I would not be justified in detaining you long now. All the arguments that it is possible to bring forward to illustrate the folly of constructing this important trunk line on the metre gauge only to be substituted thereafter by the standard gauge, have been so frequently and so conclusively urged already at former meetings and again this afternoon that I am afraid there can be but little freshness in what I can say now. When I had the pleasure last of addressing you, gentlemen, on this subject, it was understood that, at all events, the first section of the Ajmere line, that is the 105 miles between Ahmedabad and Pahlanpur, was to be constructed upon the broad gauge; and we then congratulated ourselves upon the decision of the Government, as it would have given that accommodation to the local trade to which it was so justly entitled, considering its extent and importance. But it appears now to our great mortification that even this partial concession is to be denied to us, and that the metre gauge with all its numerous shortcomings is to be adopted in the construction of the whole of this trunk line between Ahmedabad and Delhi, the importance of which was acknowledged 32 years ago by one of the ablest and greatest of statesmen by whom India has ever been ruled; for it was Lord Dalhousie, as we were just reminded by the Chairman, who first projected this line, which has justly been described by all the eminent and experienced men that have given thought to the subject as "second to none in India, whether from a political, strategical or commercial point of view," and on which the introduction of the narrow gauge has been so aptly styled as a most ruinous and mischievous thing by our late Governor, Sir Philip Wodehouse, who, when parting from us, advised us so vigorously and so kindly to agitate for the speedy construction of this our great road of communication with the North-West Provinces and parts of the Punjab; and above all to agitate for its construction on the broad gauge, and not to rest till we got what is justly our due. (Hear, hear.) In busy seasons, on social and religious occasions, during wars and famines, the best energies even of our broad gauge railways are taxed to their utmost. It is evident, therefore, that the narrow gauge, in such a position as the one between Ahmedabad and Ajmere will be wholly unequal to the demands made upon it. The traffic will require several times the number of trains it would otherwise need for its removal. That the traffic will be immense there is no room, gentlemen, to doubt, as this line will, compared with the existing route by the G. I. P. and the E. I. Railways, shorten the distance between Gujarat and Ajmere by 1,200 miles, and that between Bombay and Ajmere by 700 miles, and bring the Deccan, Bombay, Konkan, Gujarat and Kathiawar into direct communication with Rajputana, the North-West Provinces and the Punjab. The passenger traffic alone will exceed the most sanguine expectations as almost all the places of worship which I enumerated in the Town Hall some 18 months ago which are resorted to by thousands of pilgrims, all throughout the year, are situated on this line. The political and military importance of a line which connects the North-Western Provinces with the nearest part in India to Europe is obvious and is acknowledged by competent authorities to be great. When we consider the inconvenience and loss of time and money that a double break of gauge entails we cannot help agreeing with Sir P. Wodehouse in thinking that it would be impossible to conceive anything more mischievous or more ruinous than the introduction of the narrow gauge on this line. Even the shadow of an excuse which the advocates of the narrow gauge had at that time does not exist now inasmuch as Mr. Carroll has so ably proved in his paper which is to accompany our memorial, that the cost of the construction and working of the miserable narrow gauge line from Delhi to Agra and Ajmere of the discomforts of which line I have had personal experience actually exceeds by far that of the more useful and capable broad gauge lines. It is therefore difficult to conceive, gentlemen, the perversity of the Railway Department of the State in sticking to the costly narrow gauge of admittedly inferior capacity, which was originally introduced in this country under a misconception as to the cost of broad gauge lines. When the once plausible theory of the comparative cheapness of the metre gauge has been so completely exploded, the obstinacy of the State Railway Department in the face of the severe lessons taught by the famine, is the more unaccountable, and it appears that they stick to their decision only for fear of being considered inconsistent if they now change their opinion. (Hear, hear.) This is highly to be deplored; and it behoves us, gentlemen, to do our utmost while there is yet time to prevent them from committing the egregious blunder of splitting up, as Mr. Maclean termed it the other day, an important highway of traffic to the no small detriment of the trade of this Presidency and of other all-important and vital interests. The Government of India, we were told by Mr. Maclean the other day, wrote back two years ago to us to say that they had heard all they wanted to hear about the line, and that they did not want to hear any more on the subject. Practically, then, the Government of India says "give up," and we reply in Lord Lytton's words "give up be blowed." (Laughter.) With these remarks I beg to second the proposition of Mr. Geary. (Applause.)

Dr. Blaney said—I came here this evening with no intention of taking part in this debate, but the very forcible and conclusive arguments of most of the speakers, and especially those advanced by Mr. Maclean and Mr. Forbes, have convinced me that somebody on the other side of India has got a craze, and that there only remains to us an appeal to Her Majesty's Principal Secretary of State for India. Mr. Nanabhoy Byramjee has told us that the Government of India wish to hear no more about mixed gauges from the people of Bombay, and I can well believe him. And Mr. Forbes has pointed out that the railway policy of General Strachey is at the bottom of the mischief of keeping the rupee at its present depreciated value. Somebody, therefore, has undoubtedly got a craze. Many years ago I was attached to a Lunatic Asylum, and one of the nurses who could not be got to understand the extravagances of the most extravagant patients, came to me one day and insisted on being allowed to lock up one unfortunate creature for daring to revile the memory of the dead relatives of the over-sensitive nurse. I said, "Oh, Mrs. Jones, you surely understand mad people well enough by this time not to notice what she says." "Of course I understand mad people," replied the nurse, "but neither man nor mortal can stand or understand this one, for she is the maddest of them all." So we say with Mrs. Jones, that amongst the more or less mad statesmen of India, the inventor of this broken gauge scheme is the maddest of them all. If we cannot get a hearing within the circle of the craze, we must go further and endeavour to reach the Secretary of State. Her Gracious Majesty the Queen has repeatedly and openly professed her great interest in the welfare of the people of this country, and in this question of an efficient trunk line of railway from Bombay to Delhi we have involved, besides important political and commercial interests, the interests no less important of a population of several millions of the people.

The motion was then put to the meeting, and was carried unanimously.

Mr. Rugoonath N. Khote proposed, and Mr. Vijbooundass Atmaram seconded, a vote of thanks to the Chairman for his able conduct in the chair; and on the motion of Mr. Goculdass Jugmohundass a vote of thanks was accorded to the Committee of the Chamber of Commerce for calling the meeting.

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CURRENT ACCOUNTS are kept but no interest allowed.
DEPOSIT ACCOUNTS are opened for fixed periods at rates to be obtained on application. No deposits received for less than thirty days.
LETTERS OF CREDIT payable at any of the chief commercial towns and cities of the world.
DIVIDEND, &c., on Government Paper and other stocks received for customers without charge, if remitted home through the Bank.
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ALWAYS ON HAND,
AT
P. GRANT AND SON'S,
RAMPART ROW, BOMBAY,
SADDLERY AND HARNESS
OF EVERY DESCRIPTION.
WHIPS, SPURS,
AND
MILITARY ACCOUTREMENTS.

N. V. CURRANEE & CO.,
INDIAN TRANSIT & GENERAL SHIPPING, FORWARDING,
CUSTOM HOUSE,
AND
GENERAL COMMISSION AGENTS.
Offices :—Elphinstone Circle, Bombay.

GOODS and PACKAGES despatched by Mail and Canal Steamers, Railways, and Clipper Ships to all parts of the Globe with economy, safety, and punctuality.
CUSTOM HOUSE and Dock business, Shipping, Bonding, Clearing &c., transacted with promptitude.
PASSAGES engaged Free of Commission.
LUGGAGE Collected and Forwarded to and from all parts of the world
PASSENGERS met on arrival. Letters and Telegrams received to await addresses.
SUPPLIES.—Every article for Domestic use, including Wines, Provisions, &c.
CONTRACTS entered into for Landing, Clearing and Forwarding heavy Goods and Machinery.
AGENCIES and Correspondents throughout all the Presidencies.

SCOTT & CO., M.R.C.V.S.,
VETERINARY SURGEONS.

HORSE EXAMINATION CERTIFICATES Rs. 10; Examination and Verbal Opinion, Rs. 5; Livery for Horses on Commission sale, Rs. 35 per month including syce; Horses in infirmary Re. 1 per day; Commission Rs. 17 rom purchaser and seller on horse sold.
Every care and attention devoted to Shoeing and Breaking to Harness, both being under our immediate supervision. Horses sent from up-country will meet with a ready market.

HORSES ON COMMISSION SALE.

A S. B. Waler Gelding, 5 years, 14-2 high, thoroughly broken to saddle, a fine mover and stands fire well. Rs. 700.
A handsome Iron Grey Arab 6 years, 14-2, a passed charger, has a light mouth, carries himself well, and has been ridden 2 years by a lady. Rs. 700.
A Chesnut Arab horse, aged 14-3½, very handsome, has easy paces, and is a perfectly trained charger. Rs. 700.
A handsome Grey Arab, 5 years, 14-3½, a broken charger, steady on any parade, a good fencer and capital mover. Rs. 900.
A Brown Waler Mare, 5 years old, 15-1½, broken to saddle, quiet, and very handsome. Rs. 900.
A dark Bay Waler Gelding, 5 years, 14-3 high, broken to saddle, well formed and compact, up to weight, a pleasant hack. Rs. 700.
Also a number of other Walers consisting of pairs and single harness horses, partly broken.
irgaum Veterinary Stables, Bombay, 1st February 1879.

THACKER & Co., LIMITED.

SURVEYING AND MATHEMATICAL INSTRUMENTS & MATERIALS.

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Dumpy Levels.
Levelling Staves.
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ote Books.
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Do. Chains.
T. Squares.
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Straight Edges.
Railway Curves.
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Drawing Boards.
Stencil Plates.
Mounted Drawing Papers.
Cartoon Papers.
Tracing Cloth.
Tracing Paper.
Sectional Paper.

ARTISTS' MATERIALS.

Dry Water Colours.
Moist do. in pans.
Slow drying do. in tubes.
Oil Colours in tubes.
Dry Water Colour Boxes.
Moist ditto.
Oil Colour Boxes.
Illuminating Colour Boxes.
Camel Hair Pencils.
Siberian do.
Sable do.
Hog Hair Tools for Oils.
Sable ditto.
Varnishes, Oils, &c.
Drawing Papers.
Oil Sketching Paper.
Prepared Canvas.
Do. Millboards.
Mahl Sticks.
Palettes, Slabs, &c.
Palette Knives.
Dippers, &c.
Bristol Boards.
Mounting Boards.
Drawing Pencils.
Crayons.
Gold and Silver Shells.
Gold Leaf.
Sundries.

THACKER AND CO., LIMITED,
ESPLANADE HOTEL, BOMBAY.

NOTICES.

DR. JELOVITZ.
HOMŒOPATHIC PRACTITIONER,
HAS REMOVED TO No. 10, HORNBY ROW,
FORT.

JOHN BLEES,
TRAVELLING PHOTOGRAPHER.
LETTERS to be ADDRESSED, care of Messrs. KING, KING and Co., Bombay.

NOTICE.—We, the undersigned, as Landing, Shipping, and Forwarding Agents of Bombay, have THIS DAY OPENED a BRANCH FIRM at KURRACHEE. GOODS, MERCHANDISE, PARCELS, &c., for the Punjab and the North-West Provinces should be consigned to
JAMES MADDEN & Co.

RAGOO SHAMJEE has the pleasure to announce to the Ladies of Bombay and Out-stations that he has just received per Overland Mail the following:—
German Yarn of colours and white Cresswell Wool of all colours, Embroidered silk to work with canvass, and variety of Wools, Shetland, Andalusian, Fingering, Fleece, Double and Single Berlin Wool, Ladies Black Maltese Gloves, Black Mittins, Silk Hose, White and Black, and variety of articles &c.
RAGOO SHAMJEE & Co.

"UNITED SERVICE GAZETTE."

THIS old established London newspaper passed under new management on 1st January, 1879, and will in future be published on FRIDAYS, in time for the Brindisi Mail to India. It will be conducted as a first class military and naval journal, and superintended by officers of literary ability and long service. It will contain all the best and latest military and naval intelligence as well as articles of general interest. The contributors will be distinguished and well known authors.
Subscription,—28 shillings per annum, received at the office 7, Wellington Street, Strand, London, W. C.

HAVELOCK TOBACCO.

THIS FAVORITE BRAND can always be had from stock in any size wanted on application to
WALLACE & Co.
Parsee Bazaar Street,
Sole Agents in Bombay for this Tobacco.
WALLACE & Co. are prepared to take Indents or orders F. O. B. at lower prices than can be taken by other parties as they are the authorized agents of
Messrs. Wm. CAMERON & BRO.

FOR SALE,

A handsome double-seated newly built English BROUGHAM, of the latest pattern, and just received from Morgan and Co. of Long Acre, expressly built to order, and suitable either for one or a pair of horses. Price Rs. 2,200. Open to an offer.
A set of new Silver-mounted English-made FOUR-IN-HAND HARNESS. Price Rs. 650.
Double sets of new Silver-mounted English-made HARNESS. Price Rs. 300 each.
Information regarding the SALE or PURCHASE of CARRIAGES and HORSES can be obtained on applying to the undersigned at their establishment in Girgaum.
JAFFER SULLIMAN & Co.

NOTICE.

SIND, PUNJAB, AND DELHI RAILWAY.

TENDERS are invited for the supply of 30,000 cubic feet of the best MOULMEIN TEAK TIMBER. The timber to be sound, square and free from shakes and knots, not less than 16 inches square and from 20 to 8 feet long.
Tenders to state the rate per ton and date of delivery to the Company's accredited Agents in Calcutta, or Kurrachee, also the proportion of timber 28 feet long. Tenders to be superscribed "Tender for Teak Timber" and to be addressed to the Agent, Sind, Punjab and Delhi Railway, Lahore, and should reach prior to the 3rd March, 1879, upon which date they will be opened.
The Agent does not bind himself to accept the lowest or any Tender.
By order,
W. R. BIRNEY,
For Assistant to Agent.
S., P. and D. Railway Agent's Office, 14th January 1879.

TO THE BOOK-SELLING TRADE.

UNDER instructions from Government, TENDERS will be received by the undersigned up to the 15th proximo, for the supply of RELIGIOUS BOOKS for the ARMY and BOOKS and MATERIALS for REGIMENTAL SCHOOLS and LIBRARIES, required in the ensuing official year 1879-80.
2. Lists and samples for guidance as to Binding, can be seen at the office of the Presidency Paymaster, Bombay.
3. The Books will be subject to approval by a Board of Officers at Bombay, after which they must be packed and handed over to the Commissariat Department for despatch to Officers Commanding Regiments and Batteries, whose acknowledgments should accompany the bills for the supplies.
4. A deposit of Rs. 200 is necessary as security for the due fulfilment of the contract. It should be paid to the Presidency Paymaster, whose receipt should accompany the Tender.
5. Tenders should shew the rates in Indian money at which the Books, &c., will be supplied, including all charges up to handing over to Commissariat Department in Bombay, and the latest date on which they will be ready for inspection.
6. Government does not bind itself to accept the lowest or any Tender.
D. B. YOUNG, Lieut.-Colonel,
Officiating Controller of Military Accounts.

PERRY DAVIS' VEGETABLE PAINKILLER.

Perry Davis & Son, Manufacturers and Proprietors, Providence, Rhode Island, U. S. A.

UNSURPASSED AS A FAMILY MEDICINE AFTER FORTY YEARS' TRIAL.

IT is a purely and carefully prepared VEGETABLE COMPOUND.
And a complete mitigator of Pain.
A capital antidote for SCORPION STINGS and SNAKE BITES.
AS an application for BRUISES, BURNS, NEURALGIA and RHEUMATISM
t has no equal
AS A REMEDY FOR DIARRHŒA, DYSENTERY, CHOLERA
Or any sort of Bowel Complaint it stands alone for efficiency and rapidity of action.
Full Directions accompany each bottle.
Retailed by Chemists all over the world.
Beware of Imitations exposed for sale in the Indian Bazars.
GENERAL AGENT AT BOMBAY,
ESUFALLY HIPTULLA,
No. 39, Pir Market r Jumma Musjid.

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SUN FIRE OFFICE, LONDON,
ESTABLISHED 1710.

INSURANCES effected upon Merchandise, Warehouses, Shops, Dwelling-houses and their contents, in Bombay and the Mofussil, at the current rates.
CLAIMS arranged by the local Agents, and paid with promptitude and liberality.
PEEL, CASSELS & Co., Agents.

ROYAL EXCHANGE ASSURANCE CORPORATION.—Policies covering the risk of Fire on Merchandise and Buildings in Bomay are issued by
REMINGTON & Co.,
Agents, Royal Exchange Assurance Corporation.
Bomba, 16th August 1875.

COMMERCIAL UNION ASSURANCE COMPANY.
FIRE AND MARINE.
CAPITAL—£2,500,000.

THE above Company INSURES almost EVERY DESCRIPTION of PROPERTY and risks at the usual Rates.
WALLACE & Co., Agents,
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MARINE BRANCH.
JAVA SEA INSURANCE CO., BATAVIA,
Florins 3,000,000.
SWITZERLAND MARINE INSURANCE CO., ZURICH,
Francs 5,000,000.
FIRE BRANCH.
HAMBURG MAGDEBURG FIRE INSURANCE CO., HAMBURG.
Aggregate Guaranteed Capital,
Marks 60,000,000.
JAVA FIRE INSURANCE CO., BATAVIA,
Florins 3,000,000.

THE Undersigned, Agents to the above Companies, are prepared to accept MARINE and FIRE RISKS at most favourable terms, and further particulars may be had on application.
KNOOP & Co, Agents.

HOTELS.

ENGLISH HOTEL,
APOLLO STREET,
FORT, BOMBAY.

THIS Hotel is situated in the centre of all the places of business and near the Railway Stations and Apollo pier.
Terms moderate.
PESTONJEE BAPOOJEE, Proprietor.

BYCULLA HOTEL, BOMBAY,
AND
CHOWK HOTEL, MATHERAN.

TERMS, Rs. 5 per day,
including everything.
THE Byculla is the most comfortable Family Hotel in Bombay.
Lady Superintendent.
KELLY & COMPANY,
PROPRIETORS.

WINES, SPIRITS, BEER, &c.

McEWAN'S BEER.

THE NEW BREW is now being received; it is of excellent quality and is highly recommended.
Prices for Cash Quarts ....Rs. 4 12 per doz. in Casks of 4 doz.
Pints ...... ,, 3 0 ,, ,, 7 doz.
Hogshead.. ,, 53 0 per hhd.
Apply to
WALLACE & Co.,
Sole Agents.
Parsee Bazaar Street, Bombay.

SCHNAPPS.
SCHIEDAM AROMATIC SCHNAPPS, ANTI-DYSPEPTIC CORDIAL.

THE enormous sale of HENKE'S AROMATIC SCHNAPPS in the Colonies, and the excellence of the Spirit as a medicinal agent, has induced us to secure the Right for its exclusive Sale in India, and now that a COGNAC FAMINE is threatened, we advise the Public to acquaint themselves with the article. The Price, duty paid, is as follows:—
CASH Rs. 18-0. CREDIT Rs. 18-8 PER DOZEN.
CUTLER, PALMER and Co.

PRICE LIST of WINES, &c., FOR SALE, at the Godowns of the Undersigned:—

CLARETS:—From H. and C. Balaresque, Bordeaux.
Chateau de Franda ....Rs. 14 per doz. Qts.
Do. do. .... ,, 16 per case of 2 doz. pints.
Les Canons .... ,, 18 per doz. Qts.
Do. do. .... ,, 20 per case of 2 doz. pints.
Chateau Leoville .... ,, 30 per doz. Qts.

HOCKS:—From G. M. Pabstmann Sohn, Mayence.
Laubenheimer ....Rs. 18 ,,
Do. .... ,, 21 per case of 2 doz. pints.
Geisenheimer .... ,, 6 per doz. Qts.
Liebfraumilch .... ,, 24 ,,
Do. .... ,, 27 per case of 2 doz. pints.
Steinwein .... ,, 24 per doz. Qts.
Hochheimer .... ,, 30 ,,
Rudesheimer .... ,, 30 ,,
Do. .... ,, 33 per case of 2 doz. pints.
Marcobrunner .... ,, 35 per doz. Qts.
Do. .... ,, 38 per case of 2 doz. pints.
Queen Victoria Berg .... ,, 38 per doz. Qts.

CHAMPAGNE:—
Eugène Clicquot ....Rs. 42 per case of 2 doz. pints.
Do. do. .... ,, 40 per doz. qts.
Heidsieck & Co.'s *Dry Monopole* ....Rs. 53 per doz. Qt.
,, ,, ,, 54 per case of 2 doz. pints.
Giesler & Co.'s *Champagne*..Rs. 53 per doz. Qts.
,, ,, ,, 55 per case of 2 doz. pints.

BRANDY:—
Fromy and Rogée's well known *** Stars..Rs. 30 per doz. Qts.

BEER:—
IND COOPE & Co.'s PALE ALE....Rs. 20 per Cask of 4 doz. qts.
Do. Do. ...... ,, 24 ,, 8 doz. pts.

LIQUEUR:—
Maraschino di Zara ....Rs. 30 do. large bot.
Do. do. .... ,, 2 per case of 2 doz. pints.

CALIFORNIAN FRUITS.
Pears, Peaches, Plums, Cherries, Apples, Apricots, Grapes, Rs. 48 per assorted case containing 2 dozen tins.
CALIFORNIAN JELLIES.
Currants, Blackberry, Quince, Strawberry, Plums, Raspberry, Rs. 50 per assorted case containing 2 doz. tins.
CALIFORNIAN ASPARAGUS.
Rs. 26 per dozen tins.
The above prices are understood Nett Cash without any discount.
SPECIAL TERMS TO REGIMENTAL MESSES, CLUBS, &c.
VOLKART BROTHERS.
Bombay, 20th November 1878.

FOR SALE, MANILLA and OILED COIR ROPE and CORDAGE. Apply to
OWEN & OKELL,
Agents to W. H. HARTON & Co., Calcutta.
Apollo Street, Bombay.

MESSRS. ROWLAND & Co. have REMOVED their SADDLERY and HARNESS ESTABLISHMENT to No. 42, MEADOW STREET, near the *Bombay Gazette* Press, and are SELLING their STOCK at REDUCED RATES.
ROWLAND & Co.
Bombay, 2nd December 1878.

READY-MADE CLOTHES,
FOR GENTLEMEN AND CHILDREN,
MADE TO ORDER IN VIENNA AND PARIS, EXPRESSLY TO SUIT THE INDIAN CLIMATE.
S. GREENBLATT & Co.

BEG to notify that they have imported direct from Vienna and Paris a splendid assortment of elegant and fashionable Clothes, such as have never been seen before in India
The assortment consists of—
Dress suits of best black Cashmere.
Frock-coats and Waist-coats of the best quality and very latest fashion.
Office suits, in a variety of shades and texture.
Single and double-breasted Coats.
Dressing Gowns and Morning suits.
White Waist-coats for full dress.
Children's suits in a very large variety and at all prices.
Any Gentleman wishing to have his clothes made to order can obtain the same within 45 days from the date of giving the order, as the measurement will be sent to Vienna by first-going Mail, and we guarantee a perfect fit.
S. GREENBLATT and Co. being in direct communication with the largest and most fashionable establishments in Vienna and Paris, and thus saving a large commission and other expenses, are in a position to offer their goods 25 per cent. cheaper than usually sold in Bombay, while they guarantee them to be superior to anything that has been imported into India. An inspection is invited.
S. GREENBLATT & Co.,
32, Meadow Street, Bombay. Merchant Tailors.

Wm. WATSON & CO.,
ARMY, CIVIL, AND GENERAL AGENTS, AND BANKERS,
28, APOLLO STREET, BOMBAY,
AND
113, FENCHURCH STREET, LONDON, E. C.

CURRENT ACCOUNTS opened, which can be drawn upon by Cheques (Books of which can be obtained free of charge), or availed of, for requirements of every description. 3 per cent. per annum Interest allowed on the monthly minimum balance, whatever it may be, and no commission charged.
Interest payable either in India or in England at the rate of 2s. per Rupee, allowed on Deposits made for
3 months' certain......... at 3 per cent. per annum.
6 ,, ,, ... at 4 ,, ,,
12 ,, ,, ... at 5 ,, ,,
18 ,, ,, ... at 6 ,, ,,
Loans and Advances made on approved Securities.
Home and other Remittances effected at favourable rates of Exchange; these are made by Telegraphic advice when necessary.
Bills, Drafts, Bank Notes, Cheques, &c., cashed, or sent for collection, at current rates of Exchange.
East India and other Allowances drawn free of commission in London and India.
Every information and assistance afforded on application, personally or by letter.

Wm. WATSON & CO.,
ANGLO-INDIAN AGENCY, 28, APOLLO STREET, BOMBAY.

Printed and Published by the Proprietor JAMES MACKENZIE MACLEAN, at the "Bombay Gazette" Steam Press, Meadow Street, Fort, Bombay.
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LATEST INTELLIGENCE.

THE AFGHAN WAR.

SUCCESSFUL ATTACK ON A MARAUDING PARTY.

DERA ISMAIL KHAN, FEB. 23.

From Tonk, on the 21st, a successful pursuit has been made and dispersion effected, in the Larzan Pass near Mutazai, of a combined body of Mahsuds and Bhuttanis, numbering 300 men, by a detachment of thirty of the Rifles and the 4th Punjab Infantry under Lieutenant Radford. The marauding body, in attempting to carry off some cattle, were attacked by Lieutenant Radford's small party vigorously and dispersed, after sustaining loss of eight killed and one sepoy wounded on our side, who has since died.

(FROM OUR SPECIAL CORRESPONDENTS.)

NEWS FROM JALLALABAD.

JALLALABAD, FEB 22.

A reconnoitring party goes next week beyond Gandamak.

The natives report that Shere Ali has written requesting Yakub to treat with the English, but the report is considered doubtful.

NEWS FROM SEISTAN.

CALCUTTA, FEB. 24.

From Kandahar dated the 20th, information has come that a respectable inhabitant of Kandahar has just arrived from Persian Sabzar, who did the journey in 29 days, but reports the road very difficult and unsafe. He was in the employ of the Persian Governor of Seistan until the 24th of November, when he was sent by him to Teheran. Seistan was then perfectly quiet, and in peaceable possession of the Persians. One regiment sent there to restore order has been sent back to Karman, and another was to follow. The Persians had crossed the frontier, but returned.

GENERAL GRANT'S PROGRESS.

AGRA, FEB 24.

General Grant and party spent Thursday at Jubbulpur, visiting the Marble Rocks. An invitation to dinner from the Royal Scots had to be unavoidably declined. On Friday morning the party reached Allahabad, where they were received by the Lieut. Governor, Sir George Couper, and Colonel Brownlow. General Grant and party were guests at Government House until Saturday evening, when they left for Agra. At the station there was a guard of honor. The party reached Agra on Sunday morning, where they were met by the British officials and the Maharajah of Dholepur. In the afternoon the party visited the Taj; this morning they leave for Jeypur.

DARING MURDER AT KURRACHEE.

KURRACHEE, FEB. 24.

Lalun Alleena, a Khoja merchant, was shot on the public road this morning. The murderer is a Khoja lad, who was armed with a pistol and dagger. Lalun expired in hospital. He was nearly murdered two years ago, when some Khojas were transported and imprisoned for the crime. The murderer and some instigators have been arrested. Suspicion rests on some influential person as the instigator.

[REUTER'S TELEGRAMS.]

(By Indian Telegraph.)

THE MASSACRES AT MANDALAY.

CALCUTTA, FEB. 24.

The British Resident at Mandalay has been instructed by the Government of India to convey to the King of Burmah a strong public remonstrance against the barbarous massacre of the late King's relatives; also to endeavour to obtain protection for and the release of those remaining in danger.

(By Red Sea Cable.)

REPORTED DANGEROUS ILLNESS OF THE AMIR.

ST. PETERSBURG, FEB. 23.

News has been received that the Amir Shere Ali's life is despaired of in consequence of a dangerous attack of gangrene.

ATTEMPTED ASSASSINATION OF A RUSSIAN GOVERNOR.

The Governor General of Charkoff has been shot at by an assassin and severely wounded.

OPENING OF THE BULGARIAN LEGISLATIVE ASSEMBLY.

CONSTANTINOPLE, FEB. 23.

The Bulgarian Legislative Assembly has opened at Tirnova.

DEATH OF FIELD MARSHAL VON ROON.

BERLIN, FEB. 23.

Field Marshal von Roon died to-day.

THE ZULU WAR.

LONDON, FEB. 24.

Colonel Stanley (Secretary of State for War) has been authorized to express to Lord Chelmsford the sympathy and confidence of Her Majesty the Queen.

Consols remain at the previous quotation, 96½.

STEAMER MOVEMENT.

ADEN, FEB. 23.

The B. I. S. N. Co.'s steamer Assyria, homeward bound from the Persian Gulf and Kurrachee, sailed from here to-day.

THE MAILS.

LONDON, FEB. 22.

The Bombay Mails of the 3rd inst. via Brindisi were delivered in London to-day.

LONDON, FEB. 22, AFT.

The Liverpool Cotton Market closed firm. Surats unchanged.

Fair Dhollera	4 5-16d.
Exchange on India, 60 days' sight	1-7⅞
4 per cent. Rupee Paper	75
4½ per cent. do.	81
3 per cent. Consols for account	96½
5 per cent. French Rentes 1872	112½
Bar Silver	50⅞
Oriental Bank Shares	£30
Chartered " "	£17-10
Do. Mercantile "	£20-10
Hongkong and Shanghai Shares	£33

Arrival.—Helmstedt.

RATES OF EXCHANGE ON LONDON.

Bank Bills,	on demand	1s. 7 13-32 to 7-16d. per Re.
Do.	6 months' sight	1s. 7 25-32d.
Credits,	6 " "	1s. 7¾d.
Documents,	3 " "	1s. 7 13-16d.
France	3 " "	2·08½.
Sovereigns each		Rs. 12-4.

SIR RICHARD TEMPLE returned to Bombay yesterday morning, arriving at the Grant Road station of the B. B. and C. I. Railway about half-past 5 a.m. A salute of seventeen guns was fired from the saluting battery on the occasion.

THE Nicol Trust Deed case was on again at the High Court, before Sir Charles Sargent, yesterday, when some important evidence was taken. The accounts given by the Bank Managers and by Mr. Maxwell of the interviews at which he presented and they signed the trust deed differ materially; and for the plaintiffs it is attempted to be shown that Mr. Maxwell was so thrown off his balance by the state of affairs that he did not know what he was about, which assertion Mr. Maxwell stoutly denies. A full report of the evidence will be found elsewhere. The hearing will be continued, and probably concluded, to-day.

Two appointments which are likely to provoke a good deal of comment will, we understand, be announced in this or next week's *Bombay Government Gazette*. Mr. Robert Pinhey, barrister-at-law, son of Mr. Justice Pinhey, will be appointed to act for Mr. Warden as Third Judge of the Small Cause Court; and Captain Portman, Superintendent of Police, B. B. & C. I. Railway, is to get the appointment of acting Registrar General during Mr. Filgate's absence on leave.

WE hear that Mr. Pritchard, Commissioner of Customs, whose health has been very bad for some time past, has now resolved to take leave to England. Mr. Pedder will, of course, act for him.

MR. JUSTICE KEMBALL, the senior Major of the Bombay Volunteers, entertained the officers of the corps at dinner on Saturday evening after the annual inspection. The health of Colonel Sexton, who goes away on leave shortly, was proposed by the host after dinner, and received with great cordiality. The Volunteers also lose their Adjutant, Lieutenant Dunne, next week, as he goes home with his regiment, the 2nd Queen's.

THE Mail which left Calcutta on Friday last failed to reach Jubbulpore at its due time on Sunday morning; the Mail train from the latter station, therefore, came on without any letters or papers from Bengal and the North-West of the first named date.

IT is stated from Hazara that on the 20th instant Arsala Khan's armed gathering on the Kush border dispersed to their several homes, and that there is no further cause for anxiety.

THE *Statesman*—We beg to call the attention of the Government once more, and as pointedly as we can, to the necessity of reviewing its resolution to adopt the metre gauge on the new State Railway lines under contemplation. We heard the other day that in taking up the long deferred project of extending the railway beyond Nagpur and prosecuting it to this coast, the metre gauge has been decided upon. That we may not be misunderstood, we say once more that we do not affect to speak with authority, but we are very much struck with the misgivings that we have heard expressed upon the subject, for a long time past, by those who ought to be authorities. Would it not be wise, we ask, to invite by circular order an expression of opinion upon the subject—not from Government engineers—but from every man in an important position on the various lines of Railway already working in the country? It is from those who are practical, working, railway men that we hear such misgivings expressed as to these metre gauge lines. We doubt if we state the fact too strongly when we say that there is a general feeling amongst railway men engaged in the practical every-day administration of the lines, that the State gauge is an economic blunder. The feeling, or instinct, may not be so general as we suppose it to be, but if it is general, depend upon it we are making a very serious mistake by this change of gauge.

A CORRESPONDENT of the *Pioneer* at Kandahar writes, "News from Khelat-i-Ghilzai tells us that that fortress was evacuated by 600 of the Amir's troops, upon General Stewart's approach, and that now the fort is being cleared out and made occupiable for our own force. A parade of the Division there was held on the 23rd January, at which the General presented Subadar Major Matadeen Dhobay, of the Khelat-i-Ghilzai Regiment, with the first class order of British India. A more suitable place for affixing this decoration, on the worthy recipient of such an honourable distinction, could not have been chosen, for this officer served throughout the first Kabul campaign, and was present during the whole of that gallant and memorable defence of the fortress in 1841-42, at which time he was Pay Sergeant of his company. In addition to the abovementioned decoration this officer has, during forty-one years' faithful and good service, gained six medals and one clasp."

THE *Madras Mail*—The Governor in Council, in accepting Mr. R. S. Dalyell's resignation of Her Majesty's Civil Service, and admitting him to an annuity of £1,000 a year, "avails himself of this opportunity to record his high appreciation of Mr. Dalyell's uniformly zealous and intelligence discharge of the duties entrusted to him both in important administration positions, and in several occasions of employment on special investigations." That Mr. Dalyell deserves this eulogium, no one who knew this uniformly urbane and gentlemanly Civil Servant, will for one moment deny. But it opens up this curious reflection, that no one but a Civil Servant ever discharges his public duties in a sufficiently "uniformly zealous and intelligent manner" to deserve the thanks of the Madras Government. Military and other officers after thirty or forty years are all owed to leave, as for instance Colonel Loudon the other day, without one single word of eulogy or thanks.

THE Lahore correspondent of the *Statesman* writes, "One of the most pathetic remarks I have heard on the subject of the reverse on the borders of Zululand is worthy of record. On the evening when the telegram came, I happened to meet an old friend who, in his buoyant youth, had passed through the fiery ordeal of the Punjab wars. Like every one in the station, we could talk of nothing else than the destruction of those forty-eight officers and the better part of the 24th Regiment. 'That unfortunate regiment,' said he, 'that unfortunate regiment! This time thirty years ago, on the field of Chillianwallah, I saw the remains of that regiment taken out of action, without its colonel, without its colours, and leaving *six hundred* of its men lying dead on the field! It was a terrible affair, mistakes all through, but the 24th fought like bull dogs, and only retired when the smallness of their numbers was endangering our line. We covered their retreat with the artillery, but it was a sad night for the poor 24th. And now they have lost their colours again!' 'Yes,' I said, 'they have; but you may be sure that the traditions of Chillianwallah had a good deal to do with the Zulu loss of *five thousand* men.' Looking up the histories for an account of Chillianwallah, I find that it was fought on the 13th of January 1849, and as the news from Natal was received in London on the 17th February, it is not improbable that this wild Zulu battle was fought on or about the anniversary of the only engagement approaching a defeat which is on record against us in India. I have not at hand any official or military account of the great Punjab battle, but perhaps some of your readers will venture among the cobwebs of the Metcalfe Library, and rake up from its dusty tomes some bit of interesting gossip about, as my friends calls it, 'that unfortunate regiment.'"

THE *Statesman*:—The Government recently issued a not very wise circular order throughout its departments cautioning every one against sending "official information" to the papers. The circular was an act of singular weakness and as inopportune as it well could be. But if such an order was to be circulated at all, who does not see that it should have been published in the *Gazette* in the usual way, and left to challenge public opinion upon its merits? There was nothing very objectionable in the circular, so far as we could see. It was simply the republication of old well-known "orders" against public servants using the official information in their hands without discretion. But with a strange want of dignity the circular is published as it were stealthily, and as if with a notion that it would not bear the light, but needed to be kept secret:

OFFICIAL INFORMATION.

Read the following paper:—Circular from T. C. Plowden, Esq., Under Secretary to the Government of India, Home Department (Public), to the Chief Secretary to Government, dated Camp Lahore, 16th December 1878, No. O—CH.

I am directed by his Excellency the Viceroy and Governor-General to enclose copy of a Resolution on the subject of communicating to the public information which has come into the possession of a Government servant in his official capacity. I am to request that the Resolution may not be published in the *Gazette*, but that particular care may be taken that all the officials serving under the orders of the —— Government may have full knowledge of these instructions.

There was nothing in the circular, we say, so far as we can see, that called for this stealthiness and "particular care." We were at war—which was enough to justify such a circular of itself; and if it was really deemed necessary, it should have been gazetted as a matter of course. The way in which the circular has been issued is likely to do much harm, for it has created a widespread impression that more is intended by it than we believe ever was intended.

THE *Englishman*—The part of Mr. Yule's speech, at the meeting of the Bengal Chamber of Commerce, in which he reviews and criticises the working of the Port Trust is probably that which possesses the most immediate interest for the mercantile community in Calcutta, and the most likely to produce practical fruit. Under conditions which would have made failure disgraceful, the Calcutta Port Trust has been, from an administrative point of view, a splendid success; but at the same time no amount of admiration for that success can conceal the fact that it involves something very like a splendid robbery of the interests at whose expense it has been achieved.

THE Austrian Scientific party that passed through India last year under Count Szechniji has reached Pekin, and has been admitted to an audience with the Chinese Foreign Minister who has granted them passports to visit the newly conquered provinces of Kashgaria, and letters of introduction to the Chinese Resident at Lassa in case they should care to pass that way. They intended to proceed inland by the Yangtze river and across country to Zanchou-foo, the capital of Kansu, and so to Iso-Tsung tangs head-quarters (the Commander in-chief of the Army on the West), and after an interview with him they will decide on the best route to be adopted. The travellers will be provided with letters of introduction from Li-hung-chang (the Viceroy of the province of Chihli) in addition to those provided by the Foreign Minister.

BOMBAY.

POSTAL NOTICE.—Mails for Aden and Zanzibar per extra s. s. Mahratta will be closed at the General Post Office at 5 p. m. to-day.

THE band of H. M.'s Marine Battalion will play at the Gymkhana this evening.

THERE was a very severe thunderstorm at Sattara on Wednesday night.

IS is expected that Colonel White will be Mint Master of Bombay in succession to Colonel Ballard.

THE German man-of-war Luise, 1,383 tons, Captain Schering, sailed on the 23rd instant for Colombo.

CRUELTY TO ANIMALS.—The following is a summary of cases prosecuted by the S. P. C. A., during the week ending 22nd instant—horses 3, bullocks 26. Fines Rs. 121.

TRESPASS.—A European, named John Clarkson, was yesterday convicted by Mr. Nana Morojee, of wilfully trespassing in the premises of the Goculdas Tejpal Hospital, and was fined Rs. 10, or in default to undergo rigorous imprisonment for three weeks.

SUICIDE.—A Coroner's inquest was held yesterday on view of the body of a Parsee, named Sorabjee Hormusjee, who on the night previous committed suicide by drowning himself in a well. The evidence went to show that deceased was of unsound mind, when a verdict to that effect was recorded.

A VAGRANT.—Henrick Fanloon, a European vagrant who had completed his term of six months' rigorous imprisonment awarded him for quitting the Government Workhouse without leave, was yesterday placed before Mr. W. Webb charged with being a vagrant, and was ordered to be sent back to the Government Workhouse.

A DISHONEST GOLDSMITH.—Yesterday, at the Girgaon Police Court, a Hindu goldsmith, named Jadew Pudma, was convicted by Mr. W. Webb on four charges of criminally misapplying sundry articles and cash belonging to four different parties, and was sentenced to an accumulated term of seven months and one week's rigorous imprisonment.

THEFT BY A POLICE PEON.—Yesterday a police peon in the employ of Captain Portman, of the B. B. and C. I. Railway Company, was charged before Mr. W. Webb on four charges of theft, the first being that of property consisting of sundry gold jewellery and cash of the aggregate value of Rs. 1,309-4-0, belonging to Captain Portman, which was stolen from his residence at Breach Candy during his absence, the boxes in which the property was kept having been broken open, and the articles found pledged to a Marwaree by the prisoner. The other three charges were in respect of sundry articles belonging to servants of Captain Portman, of the aggregate value of Rs. 328. The prisoner was convicted upon all the charges, and was sentenced to an accumulated term of two years and six months' rigorous imprisonment.

THE CARWAR COMPANY.—An ordinary general meeting of the shareholders of the company was held yesterday at the registered office, Elphinstone Circle, the Hon'ble Morarjee Goculdass in the chair. Under the articles of association of the company, three shareholders form a quorum for the transaction of business at an ordinary general meeting; and besides the chairman only three other shareholders were present yesterday at the commencement of the proceedings, a fourth coming in later on. There was no report to submit; but the accounts made up to 30th June last, which had been circulated to the shareholders, were adopted. On the proposition of Mr. W. G. Hall, seconded by Mr. M. R. de Quadros, Mr. W. Macaulay's election as a director was confirmed and Mr. Vunmallee Shamjee was re-elected a director. It was proposed by Mr. Vunmallee Shamjee, seconded by Mr. Macaulay, and resolved, that Mr. M. R. de Quadros be elected auditor of the company for the current year, and that his remuneration be Rs. 50 only. The proceedings terminated with a vote of thanks to the chairman.

ANONYMOUS WRITING.—We understand that two privates of H. M.'s 4th Rifles, stationed at Poona, have been placed under arrest for writing, or causing to have been written, a letter derogatory to the commanding officer and other officers of their regiment. It appears that these two men, whose names we have yet to learn, engaged the services of a Mr. Price to write a letter, addressed to the Brigadier General Commanding the Station, to the effect that no justice is shown in the regiment, and that those who have long service are not promoted. Mr. Price wrote this letter and gave it to them, telling them that they must sign it and then send it on. The letter was, however, posted without being signed. The General sent this letter on to Colonel Bannerman, who communicated with Major Trueman, the Assistant Cantonment Magistrate, who, in his turn, directed Mr. D. Smith, the chief constable, to make the necessary enquiries, the result being that the two men now under arrest have been unmistakeably identified. They will shortly be tried by a district court martial.—*Deccan Herald*.

PASSENGERS BY THE HOMEWARD MAIL.

THE P. AND O. Co.'s s. s. PEKIN, Captain W Woolcott, sailed yesterday for Southampton, via the Suez Canal, with the Europe Mails and the following passengers:—

FOR SOUTHAMPTON.

Col and Mrs Falls
Mr and Mrs Duff
Mrs Mowat and 2 children
Mrs Moore and 2 children
Mrs M Laidlaw
Mr Tugwell
Miss North
Mrs Perreau and child
Mrs Weedon
Mr, Mrs, and Miss Glover and 2 children
Capt and Mrs Wither and 3 children
Mrs T Holt and 4 daughters
Miss Dodds
Mr Pelham
Mrs Ashley and 2 children
Mr J L D Stewart
Mr John Fate
Mrs A F Butt and 2 infants
Mrs W B Wright and child
Mrs Griffin and 2 children
The Hon'ble Mr G and Mrs Philipps
Mrs Smyth
A lady and a gentleman
Mr Joseph Merriman
Mr W Landale
Mr W A Smith
Mr F A Carter
Mr Conceico.
Mr Chase
Mrs Baker
Mr G A F French.

FOR BRINDISI.

Mr Gregor Grant
Mr T Grant
Mr Llewellyn E Griffiths
Mrs Ouseley and 2 children
Mr S Mahmoud
Mr Alexander Thoms
Mr J S Taylor
Lieut Col J J Robinson
Mr J P Thomas
Mr W L Thomas
Mr D G Landale
Mr Warwick
Mr E Kappeler
Mr Wm Payne.
Mr G L Molesworth
Mr C A Winter.

FOR VENICE.

Mrs Allen and 2 children
Mr F H Ashhurst
Mrs A Howell and 3 children
Mrs D Free and friend
Mr Ogilby-Haig
Sir S Wilson and son
Mrs — and Miss Read
Mr and Mrs Finlay
Mr J A Fairfax
Dr J H Focke, Mrs Focke and infant
Mr Brown (junior)
Major and Mrs Ducat
Mr R R Beynon.
Mr Finlay, junr
Miss Finlay, and 2 children
Mr J G Macrae
Mr J Dempster.

FOR SUEZ.

Mr J C Pottinger
Mr A Mort
Mr Laidley
The Hon Jas and Mrs Gibbon
Mr Robert Love
Mr Leibnitz
Mr A and Mrs Tennant
Mr J W Vandevort
Mr Andrew Carnegie
Mr Karpeles.

FOR MALTA.

Mr J V Taylor
Col R H Price.

FOR GIBRALTAR.—Capt J H Western.

ARRIVAL OF THE S. S. INDIA.

THE Anchor Line s. s. India, Captain G. Read, arrived in Bombay harbour on Sunday night at 11 o'clock, having left Liverpool on the 26th January. She brought the following passengers:—Col. Laing, Mr. Warneford and Mrs. Warneford, Mr. Morrison, Mr. Craw, Mr. Reed.

BILLIARDS.

TO-NIGHT, Mr. Shorter and Mr. Herbert Roberts, who have been for upwards of a fortnight in Bombay and have played several games here, take a benefit at Temple Bar. They are to leave shortly for China.

THE POONA DETACHMENT, BOMBAY VOLUNTEER RIFLES.

THE fifth squad completed class firing on Friday, with the following excellent results:—

Serjeant Hepburn	147
Lce Corpl. Murray	141
Vol. Cahill	131
" Curry	65
" Carvalho	158
" Edwards	96
" Fernandes	133
" Gomes	149
" Woodrow	92
Total	1,112
Average	123,55

Percentage of marksmen 66·66, 8 extra-efficients, 1 efficient.

THE SUIT TO SET ASIDE THE TRUST DEED OF W. NICOL AND CO.

THE ORIENTAL BANK CORPORATION AND OTHERS vs. W. NICOL AND CO. AND OTHERS.

THE hearing of the case was continued before Sir Charles Sargent at the High Court yesterday. Mr. Macpherson and Mr. Inverarity, instructed by Messrs. Craigie, Lynch, and Owen, appeared for the plaintiffs and the first three defendants, namely, Messrs. Fleming, Mcllwraith, and Nicol. The Advocate General and Mr. Latham, instructed by Messrs. Rimington, Hore, and Conroy, appeared for the last four defendants, namely, Messrs. Maxwell and Hall, and the trustees, Messrs. Macaulay and Moore.

Mr. Robertson's examination by Mr. Inverarity was continued—You said on Saturday, Mr. Robertson, that you did not go to your solicitor on the Tuesday evening because it was late. On the next morning, did you see Mr. Craigie at his bungalow? Yes.—That was on the 16th October? Yes.—Did you receive a telegram that morning from your head office? Yes.—At what time? I cannot say whether it was before or after I went to Mr. Craigie's. (The telegram, "Don't sign release W. Nicol and Co. without referring to directors," was put in and marked "G.")—What did you say to Mr. Craigie at his bungalow? I informed Mr Craigie that I had signed the deed and subsequently found that it contained a release clause, and I asked for his advice.—Did you at that interview give, Mr. Craigie, any particulars as to how you had signed the deed?—Yes, I informed him exactly under what circumstances I had signed the deed. In consequence of Mr. Craigie's advice, did you, on arriving at your office that morning send a letter to Mr. Maxwell asking for a copy of the deed? I did. [Letter put in and marked "H"]. Did you get a reply from Mr. Maxwell? Yes. Reply put in and marked "I."]—After you received that reply, did Mr. Craigie call at the bank? He called just as I received the reply.—And in consequence of his advice, did you go over to the office of Nicol and Co? Yes—Did you ask Mr. Maxwell to let you take the deed to show Mr. Craigie? I did.—Did he let you have the deed? No, he declined to give it. He gave me the deed in my hand.

The Judge—But he declined to allow you to take it away?—Yes.

By Mr. Inverarity—Did you tell Mr. Maxwell anything on that occasion about your signature? I did.—What did you tell him? I told him that the deed declare a clause which I was not allowed to agree to, that I had not power to sign a deed containing that clause, and that he must distinctly understand that my signature was void and of no avail.—What did Mr. Maxwell say then? He asked me what clause I referred to.—Yes? And I said the release clause.—Yes, tell us all that took place? I asked Mr. Maxwell to allow me to take the deed to Mr. Craigie, when Mr. Hall, who was present, said that Mr. Craigie had got a copy of it. I told him I had just seen Mr. Craigie and at that time he had received no copy. Mr. Hall then went out, and said he would get a copy sent at once to Mr. Craigie's office. I then handed back the deed to Mr. Maxwell, repeating that he must understand distinctly that my signature was of no use there. Mr. Maxwell simply said, "It is very unfortunate," and received back the deed.—Did you refer on that occasion in any way to the interview you had with Mr. Maxwell when he brought the deed? I said to him that I did not understand the deed contained that clause when I signed it, or something to that effect. I don't recollect exactly what took place, but I think I mentioned that I signed it under the idea that it contained no such clause. I said that I could not have signed it knowing that it contained such a clause.—You saw the deed on that occasion when you repudiated your signature? Yes.—Did you see then how many native creditors' signatures there were on the deed? There appeared to be three native names to the deed, so far as I could make out. They were written in the native character.—You could not read the names, I suppose? I could not read the names.—Did you afterwards go to Mr. Craigie's office, and tell him what had passed? I went, at once from Nicol and Co.'s to Mr. Craigie's office.—Did you write to Mr. Maxwell this letter (produced) I wrote this letter to Mr. Maxwell on Mr. Craigie's advice,—At the bank? Yes. I went to the bank and wrote from the bank. (Letter containing account of what had occured at interview with Mr. Maxwell put in and marked "J")—Did you get any reply to that? I received no reply to that letter.—Did you, on the same afternoon, the 16th, see Mr. Sharp and Mr. Blackhall? Yes, I saw them both at the Bombay Club that afternoon.—Did you tell them what you had done? I did.—On the next day, did you tell Mr. Balfour, of the Bombay Bank, what you had done? I did.—That would be on the 17th? Yes.—Did you ascertain from Mr. Balfour whether at that time he had signed the deed himself or not? I asked him if he had then signed the deed, and he said he had not.—Did Mr. Balfour afterwards come to your bank? He did.—Did he say he came on behalf of Messrs. Maxwell and Hall? Yes.—Do you know when that was? It was about the Thursday or Friday perhaps; it was a few days after the interview I had with him.—What did he come to you about? To "get this little difficulty over," as he expressed it. He said he hoped to be able to get this little difficulty settled.—Did he make any proposal? He did.—What was it? He had a memorandum which he produced, somewhat to this effect, "I agree to the terms of the deed, save and except the clause granting a release to the debtors," and desired that I would add that to my signature.—Did he leave the memorandum with you, or did he take it away? He took it away.—Have you any idea where it is? No, it was simply a small paper which he held in his hand. That was, as far as my memory serves me, the purport of the memorandum. I kept no copy.—What was to be done with this memorandum?—He suggested that I should add it to my signature.—On the deed? Yes, on the deed.—What did you tell him? I said I should have to consult my solicitor before taking any further steps in the matter.—I believe that at that time your solicitor, Mr. Craigie, was not in Bombay? He was not in Bombay at that time.—About the same time that Mr. Balfour came to you, did you see Mr. Conroy? Just about that time I saw Mr. Conroy at the Bombay Club.—Do you remember the date? It may have been on the Friday. It was about that time of the week, in the evening.—Had you any conversation with him then about the deed? I had.—What did he say to you? He told me to keep my mind easy about it, that it would be made all right, that he would make it all right.—Did he say anything else? Nothing of importance, as far as I recollect.—Did he say how everything was to be made right? He spoke about a modified deed being written out and he mentioned something about Mr. Craigie having got a copy of the deed for that purpose.—On the Saturday, October 19, did Mr. Craigie come to see you with a deed that had certain alterations made in it in red ink? Yes.—On that occasion, did Mr. Craigie tell you anything about the possible effect the release clause might have upon your bank's claim on the City of Glasgow Bank? Yes.

The Judge—The Glasgow Bank are principals, are they not? I thought these bills were all drawn on the Glasgow Bank.

Mr. Inverarity—So they are. They are acceptors. But there is a question whether they were accommodation acceptors of the bills, and whether we had notice of the fact. We deny that we had, but if it should turn out that we had, the release would have effect. And some of the bills are not accepted.

By Mr. Inverarity—Mr. Craigie told you the release clause might have some effect on your claims upon the City of Glasgow Bank? Yes. was that the first time that you knew anything about that? Yes.—At the time you repudiated your signature to the deed had you any idea that the deed might affect in any way your claim against the Glasgow Bank? I had not. Had you any idea of that before this interview with Mr. Craigie on the 19th October? No, none whatever.—Was this the first interview you had had with Mr. Craigie since he had had an opportunity of reading the deed? I am not quite sure of that. I think it was the first time I had seen him afterwards. I spoke to him also about Mr. Balfour's suggestion.—Mr. Craigie had been away to Baroda? Yes; he told me that he had come back that morning. Now, did you afterwards receive a letter from Messrs. Rimington, Hore, and Conroy, requesting your attendance as a member of the Committee at Nicol and Co.'s office? I did. (Letter dated 23rd October put in and marked "K.")—Do you know whether Messrs. Sharp and Blackhall received similar notices? They did.

Mr. Inverarity put in a joint reply by the three plaintiffs, dated the 24th October 1878—marked "L."

Examination resumed—On the 24th did you attend at the hour mentioned in exhibit K at the office of Messrs. W. Nicol and Co.? I did.—Were you accompanied by Mr. Craigie? Yes.—Were Mr. Sharp and Mr. Blackhall also present? Yes.—And Mr. Fletcher, solicitor to the Agra Bank? Yes—And Kessowjee Naik, Parbat Ludha, and Cursondass Vullubdass, the native members of the committee? Yes, they were also present.—Were Mr. Macaulay and Mr. Moore, the trustees, present? Yes.—Was Mr. Conroy present? He was also present.—Was Soonderow Rugoonath present? Yes, I think he was a clerk of Nicol and Co.—Did Mr. Conroy first address the meeting? I am not quite sure whether Mr. Conroy or Mr. Craigie addressed the meeting first.—They both addressed the meeting? Yes.—Did Mr. Craigie make any statement as to the circumstances under which Mr. Sharp, Mr. Blackhall, and you had signed the deed? He did.—In the course of the discussion was Mr. Maxwell sent for? He was.—Did Mr. Craigie in his presence repeat what he had said? Yes he explained to Mr. Maxwell the reason why he was sent for.—What was the reason? To let him know that we had repudiated our signatures, and we wished to know if Mr. Maxwell denied what was contained in our letter to Rimington, Hore, and Conroy.—At that time had any reply been received to your letter of 16th October or this letter of the 24th October? None.—Did Mr. Maxwell deny or admit? Mr. Conroy objected to Mr. Craigie putting the questions to Mr. Maxwell.—Did you question Mr. Maxwell? I then questioned Mr. Maxwell myself as to the interview I had with him when he brought the deed for my signature. I suppose in your questions you put your version of the matter before him? I did.—And did he admit or deny? He denied my version of what took place.—Was that the first occasion that you knew that Mr. Maxwell denied what you said about the matter? Yes.—Did Mr. Sharp then question Mr. Maxwell about the circumstances attending his signature of the deed? He did.—Did Mr. Maxwell deny or admit Mr. Sharp's account? He denied Mr. Sharp's account.—Did Mr. Blackhall then question Mr. Maxwell as to the circumstances attending his signature of the deed? He did.—And did Mr. Maxwell admit or deny Mr. Blackhall's version? He admitted Mr. Blackhall's version.—Did Mr. Maxwell remain or leave? He then left at once.—After he had left was there a discussion among the persons present at the meeting? Yes.—Did you and Mr. Sharp and Mr. Blackhall want the committee to call a meeting of the creditors? We did.—For the purpose of laying these matters before them? Yes.—Did the native members of the committee agree to call a meeting, or not? No, they would not agree.—Did you and Mr. Sharp and Mr. Blackhall then issue a circular to all the creditors? We did.—Is that one of the copies of the circular, the printed circular? Yes.—Do you remember what date you issued it? It was printed on the 27th and issued on the 28th and called a meeting for the 29th. (Mr. Inverarity put in the circular, which was marked "M")—Was the meeting held on the 29th October? It was—At the office of Messrs. Craigie, Lynch, and Owen? Yes.—Now at that meeting was a resolution proposed by Mr. Cruddas, and seconded by Khimjee Jeewa? Mr. Cruddas proposed a resolution, but I forget who seconded it.—What was the effect of that resolution? I forget the import of the resolution now.—Was it in favour of the deed or against it? It was strongly in favour of the deed.—Do you know who Mr. Cruddas, is? I learned at the meeting who he is. I did not know him before.—Did you learn that he was an employé of Nicol and Co? Yes, employed at the Metal Mart.—Did you move an amendment? Yes, there was some discussion, and I moved an amendment.—I suppose your amendment was hostile to the deed? It was.—Was either the resolution or the amendment put to the meeting? Were they actually put for the purpose of being voted on? The amendment was put to the meeting, but there was such a disturbance that it was impossible to see what took place.

The Judge—What was the result?

The Witness—Nothing was carried.

By Mr. Inverarity—What took place? The meeting broke up.—In order or in confusion? The meeting broke up in confusion.—On the 30th October, did you and Messrs. Sharp and Blackhall issue another circular to the creditors? We did (circular dated 30th October 1878 put in and marked "N," resigning membership of committee and declining to act under trust deed).—This describes the first circular as dated the 26th October. Are you certain about that? I am not sure about it. I thought it was dated the 27th; it was written on the 26th and printed on the 27th.—The circular referred to in this document is the circular you have already mentioned? Yes.—I will ask you again, would you have signed this deed if it had not been for what Mr. Maxwell said to you? I would not.—If it had not been for the representations made by Mr. Maxwell, would you have read it? I would not have signed it—You would not have signed it without reading it? I would not have signed it without reading it.—If you had read the deed and seen the release clause there, would you have signed it?—No, I should not have signed it. In the resolution produced now the words "composition deed" are used,—Was the word "composition" made use of at the meeting, or was only the word "deed" used, do you remember? I cannot recollect whether the words "composition deed" were used or not.—Can you say whether you heard it or not? I can't say.—Supposing it was used and you had heard it would it have made any difference in your ideas as to what you had agreed to? No.

The Advocate General—I don't cross-examine, my Lord.

Mr. Charles John Sharp was next called and examined by Mr. Macpherson as follows. Are you agent in Bombay of the Chartered Bank of India, Australia, and China? I am.—At the time of Nicol & Co.'s suspension was your bank a creditor of that firm? It was.—To what amount or about what amount? We were holders of bills to about £60,000, besides some bills drawn by Fleming & Co. on Nicol & Co.—And accepted by Nicol & Co? Yes. I am speaking simply from memory.—Out of the bills drawn by Nicol & Co., how much was drawn on the Glasgow Bank? About £35,000—Did you attend a meeting of Nicol & Co.'s creditors on the 4th October? I did.—Was that meeting summoned by Nicol & Co.? It was.—Is that the circular of which you received a copy notifying the meeting? It is (Circular notifying suspension of payment put in and marked "O."—Did you also attend a second meeting of creditors on the 8th of October? I did.—And did you vote at both meetings for the resolutions which were passed? Yes.—Was anything said at either meetings to you or to anyone in your hearing about a release being given to Nicol & Co.? Nothing whatever.—When you left those meetings had you any intention of granting a release on behalf of your bank to Nicol & Co? Certainly not.—Between the 8th October, the date of the second meeting and the 14th October had you any communication with Nicol & Co, or any one on their behalf with reference to the proposed deed? I do not recollect any.—Do you remember any communication between yourself and Nicol & Co. or any one on their behalf between the date of the two meetings? None.—On the 14th October did Mr. Maxwell come to you at your bank with a deed? He did.—About what time of the day was it? As nearly as I can remember from 12 to 1.—What were you doing? I was busy with my mail work.—And what passed between you and Mr. Maxwell on that occasion? He handed me a document which he said was the deed which had been prepared and I immediately put it down in front of me, asking him to leave it for my perusal.—What did Mr. Maxwell say to that? He refused to do so.—Did he say he could not do so, or what? He said he could not do so, that it was important the deed should be signed at once, that Mr. Robertson had done so, and he hoped I would do so also. I said "I do not care to sign documents of this kind without first having read them. Is it all in order?" He said the deed was a very simple one and contained nothing but what had been agreed to at the meeting of creditors. On that assurance I signed.—Are you aware that it is stated in the written statement that you carefully perused the deed before signing it? I am aware of that fact.—Is that true or false? It is not correct.—Did you read the deed at all? During the time that Mr. Maxwell was with me and before I signed I was cursorily looking over the deed, but I did not read it carefully nor from beginning to end.—And while you were doing so, was the conversation you have just narrated going on? It was, besides the business of my office. I had one or two documents to sign while Mr. Maxwell was with me.—And whilst you were looking over the deed? Yes.—When you signed the deed, did you know that it contained a release by the bank to Nicol & Co? I did not.—Would you have signed the deed if you had known that it contained a release? I would not.—What induced you to sign the deed without reading it carefully. Mr. Maxwell's assurance.—What assurance? That it contained nothing beyond what was agreed to at the meeting of creditors.—When Mr. Maxwell told you Mr. Robertson had signed the deed already, did he tell you whether Mr. Robertson had or had not read the deed before signing it? He did not tell me that he had not read the deed.—Did you intend to give a release to Nicol and Co. when you signed the deed? I did not.—Next day, on the 15th at Mr. Hall's request, did you go over to Nicol and Co.'s office? I did.—Were Messrs. Robertson and Blackhall there when you got there? Yes.—When you left Nicol and Co.'s office on that day had you ascertained that there was a release in the deed? I had not—When did you first hear that the deed contained a release? On the 16th.—The Wednesday? Yes.—Who told you? Mr. Mowat of Ritchie, Steuart and Co.—On the same day the 16th did you see Mr. Robertson? Yes.—After you saw Mr. Mowat? Yes.—And did anything pass between you and Mr. Robertson in reference to the release? Yes, I asked him if he had heard of it.—And what did Mr. Robertson say? He said he had heard of it.—Anything more? Yes, and that he had repudiated his signature.—For what reason, did he say? Because he was not aware at the time of signing the deed that it contained the release.—What time of the day was this? I think about 5 or between 5 and 6 in the evening.—On the morning of the 17th October, did you write that letter to W. Nicol and Co? Yes. [Letter withdrawing his signature from the deed put in and marked "P"]. Did you receive any answer to that letter from Nicol and Co. or anyone on their behalf? No.—When you wrote that letter had you any knowledge of the possible effect of the release on your bank's claim on the Glasgow Bank? I had not.—Do you remember Mr. Balfour, of the Bank of Bombay, coming to you on the 18th or 19th? Mr. Balfour never came to me if you mean in my office—Did you see him on that day? I see him every day. I believe you live with him? Yes.—Had you any conversation with him on the 18th or 19th in reference to this release clause? I believe I had.—Where was the conversation? In my brougham, going down to the Fort from Malabar Hill.—Mr. Balfour is the Secretary of the Bank of Bombay, is he not? He is.—What passed between you and Mr. Balfour on that occasion about the deed? He took a memorandum from his pocket which he he said he thought would get us out of the difficulty of the release clause.—Have you got that memorandum? I have not; I never had it.—Did you read it? It was read to me.

The Judge—Mr. Balfour read it to you?

The Witness—Mr. Balfour read it to me.

By Mr. Macpherson—To what effect was it? It was to the effect that I was to agree to the terms of the deed save and except the release clause.—And what did you say as to whether you would agree to this? I said if it could be done properly, I would agree to it.—Was that all that passed as far as you remember on the subject? I believe that was all that passed.—Do you remember Mr. Craigie after this showing you a draft of alterations of the deed? I do.—Can you tell me on what day that was? I think about the 19th October—Where was it? He called at my office.—Did Mr. Craigie mention anything to you on that occasion as to your bank's position in regard to the Glasgow Bank in consequence of the release? He did.—Was it then that you first learned that the release could possibly affect your bank's claim against the Glasgow Bank? Yes.—Were you in Court during Mr. Robertson's examination in-chief? I was.—And did you hear Mr. Robertson's account of your and his action in this matter subsequent to the 19th October? Yes.—And was that account correct? Substantially correct.—Is that a memorandum made by you on the 23rd October of what passed between you and Mr. Maxwell on the 14th? Yes. [Put in and marked "Q"].

The Advocate General—I do not cross examine, my Lord.

Mr. William Scott Donald Blackhall was next called and examined by Mr. Macpherson as follows.—Are you manager of the Agra Bank in Bombay? Yes.—Was the Agra Bank a holder of Nicol and Co.'s bills to any and, what extent, when they suspended payment? Between £50,000 and £60,000.—And what portion of that amount consisted of bills drawn on the Glasgow Bank? £49,000.—Did you attend both meetings of creditors, on the 4th and 8th October? I did.—As representing the Agra Bank, I suppose? Yes.—And did you vote for the resolutions which were passed at those meetings? I did.—Had you any intention at either of those meetings of releasing Nicol and Co. from the Agra Bank's claims? No.—Was anything said at either meeting about a release being given to Nicol and Co.? No.—Down to the 14th October, when Mr. Maxwell brought you the deed, had anything been said to your knowledge about a release being given to Nicol and Co.? No.—What time on that day did Mr. Maxwell bring you the deed? In the afternoon, I think about 3 o'clock.—How were you engaged at the time? I was busy with mail work.—Now will you tell us what passed between you and Mr. Maxwell, as nearly as you can, on that occasion? He said he had come on very unpleasant business, and he then handed me the deed.—And did you say anything? I asked him if he had got a copy of it.—And what did he say? He said no, but he intended to get some printed.—And what, then? You then looked at the deed I suppose? Yes.—And you said? I said "I see the committee are parties to the deed, I thought that was unnecessary."—And what then? Mr. Maxwell said it had been prepared by Mr. Conroy and settled by counsel, and told me that Mr. Robertson had signed it without reading it, but that Mr. Sharp had carefully read it. And what passed then? I said "then it is merely an assignment of the firm's effect for the creditors."—And what did Mr. Maxwell say? He said it was.—Did he assent to that or dissent from it? He assented to it.—And what next? I then signed it.—Did Mr. Maxwell say anything more before leaving? I don't remember that he said anything beyond thanking me.—Did he thank you? Yes, he thanked me and left.—Did you know when you signed the deed that it contained a release? I did not.—Would you have signed it if you had known that it contained a release? No.—And why did you sign it without first satisfying yourself by reading it as to its contents? Because of what Mr. Maxwell had said, that it was an assignment of the firm's effects for the creditors.—Did anything more occur about the deed on that day? No.—Next day on the 15th who mentioned to you first anything about the deed? Mr. Greenwood, an assistant in the Agra Bank, asked me if I knew that Nicol's deed contained a release.—And what did you say? I said no.—Did anything else pass? He said Mr. Mowat, of Ritchie, Steuart & Co. had told him that it contained a release.—Anything else? I said "surely, that is not the case."—Anything further? Mr. Greenwood replied "Well, Mowat says so, and that he is not going to sign it." On that afternoon, did you, at Mr. Hall's request, go to Nicol & Co.'s office? Yes.—And while you were at Nicol & Co.'s office was the deed sent for? Yes.—And did you take it and read it? I did.—Was that the first time you had read it? Yes.—And did you find the release in it? Yes.—And did you show the release to Mr. Robertson? Yes.—At Nicol & Co.'s office? In the building but downstairs.—Had Mr. Sharp gone before you discovered it? I am not sure.—Had he gone when you showed it to Mr. Robertson? I am not sure.—Well, did you show it to Mr. Robertson on that occasion? No.—Did you accompany Mr. Robertson home part of the way to Malabar Hill on that evening? Yes.—And did you and he talk about this release? Yes.—What did he say to you, and what did you say to him? He said he felt very uneasy about it.—Did he say why he felt uneasy? Because there were standing orders against his signing such deeds.—And did you say anything to him? He said he would see Mr. Craigie about it in the morning. And did you say anything to him? I said he need not be alarmed.—Why? Because I had been told that unless all the creditors joined the deed would have no effect.—And was that your belief at the time you said this to Mr. Robertson? It was.—Did Mr. Robertson tell you the circumstances under which he had signed the deed? Yes.—What account did he give you of those circumstances? As far as I can remember it was that Mr. Maxwell brought it to him when he was very busy, and he had not time to read it. He said Mr. Maxwell had told him it was all right.

Mr. Macpherson—I suppose you are giving us the effect of what Mr. Maxwell said? Yes.

The Judge—You are not attempting to give us the exact words? No.

Examination resumed—Next day did you see Mr. Robertson, on the 16th? Yes.—And did Mr. Robertson tell you that he had repudiated his signature? He did.—And the following day did you hear that Mr. Sharp had repudiated his signature? Mr. Robertson told me that night that Mr. Sharp was going to do so.—Did you consult Mr. Fletcher, your then attorney? Yes.—On what day? On the following day, the 17th—As to whether you should repudiate or not? Yes.—And what did Mr. Fletcher advise you? He thought it was unnecessary.—Why? Because he thought Mr. Sharp and Mr. Robertson had repudiated it was not necessary for me to do so.—Do you on the ground that the consent of all the creditors was necessary to the deed? Yes.—Well, in consequence of that advice, did you abstain from repudiating then? I did.—And did Mr. Fletcher afterwards advise you that you ought to repudiate? He did.—And did Messrs. Fletcher and Smith by your instructions then write that letter? Yes. (Letter of 26th October from Fletcher and Smith to Rimington, Hore, and Conroy put in and marked "B").—And did Messrs. Fletcher and Smith receive that reply? Yes. (Reply put in and marked "S").—Did you hear the evidence of Mr. Robertson as to your and his conduct in this matter subsequent to the 26th October? Yes.—And was his evidence correct on that subject? Yes.—Did you receive a copy of that letter? (Shown exhibit "K") I did.—And did you sign the joint reply, exhibit "L"? Yes.

The Advocate General—I do not cross-examine, my Lord.

Mr. Charles Douglas, examined by Mr. Macpherson—Are you senior partner in Bombay of the firm of Ritchie, Steuart and Co.? Yes.—Were you chairman of both meetings of Nicol and Co.'s creditors on the 4th and 8th October last? Yes.—Is the resolution on the first sheet of that paper the resolution of the meeting of the 4th October? Yes—(Put in and marked "T").—And are those the resolutions passed at the second meeting? Yes.—(Put in and marked "U").—Was anything said at either meeting about a release being given to Nicol & Co.? No.—Are your firm creditors of Nicol and Co.? We are.—Have you refused to sign the deed because it contains a release? I have.

The Advocate General did not cross-examine.

The Court here adjourned for tiffin. After the adjournment,

Mr. Macpherson said he wished to put in a number of extracts from letters. He did not wish to put in the whole of the letters for many reasons. A great deal in them had nothing to do with the case, and he should think it was best for all parties—at any rate the defendants would prefer—that the complete letters should not go in. They were private letters. The learned counsel then put in an extract from a letter from Rimington, Hore, and Conroy to Shapurjee and Thakurdass, dated October 14th, stating that the deed was not a composition deed, but an assignment deed [which was marked "W"]; a power of attorney from the three first defendants to Mr. Robertson and Mr. Craigie, dated 20th December 1878, [marked "X"]; extract from a letter dated 20th October from Mr. Maxwell to Mr. Fleming [marked "Y"]; extract from a letter to Mr. Harding [marked "Z"]; extract from a letter from Mr. Maxwell to Mr. Fleming, of the 11th November 1878 [marked "Aa"]; extract from a letter of the 18th November 1878 from Mr. Maxwell to Mr. Fleming [marked "Bb"]; extract from a letter from Mr. Maxwell to Mr. Fleming of the 25th November 1878 [marked "Cc"]; extract from a letter of the 3rd December 1878 from Mr. Maxwell to Mr. Fleming [marked "Dd"]; extract from a letter from Mr. Hall to Mr. McHinch, of the 21st October 1878 [marked Ee]; and a copy of the Trust Deed [marked Ff]. The learned counsel said it appeared probable from the fact of the Advocate General not having cross-examined the witness that it was not intended to call witnesses for the defence, and he asked permission to recall Messrs Blackhall, Sharp, and Robertson, to get from them something which he had relied on getting from Mr. Maxwell in cross-examination. He wished to get out what was the danger which they anticipated from the release.

Mr. Blackhall was then recalled and further examined as follows:—Were some of the bills drawn by Nicol and Co. on the City of Glasgow Bank and held by your bank accepted, and some not accepted? Yes, some were unaccepted.—And as to those which were not accepted, had the City of Glasgow Bank contracted to accept them? Yes.

Mr. Macpherson explained that some of the bills were drawn on what were called marginal credits. In the margin of the bill there was a promise signed by the City of Glasgow Bank and purporting to be either with Nicol and Co. or the holder of the bill, undertaking to accept it.

The Judge—You mean that contracted with the drawer?

Mr. Macpherson—It contracted with the drawer and the holder.

Examination resumed—Is that the form of marginal contract? Yes, that is one of them; we had other forms. (The bill put in and marked Gg.)—Is it apprehended on your bank's behalf that the City of Glasgow Bank may claim to be discharged from liability in respect of both the accepted and unaccepted bills by reason of the release? It is so.—Mr Maxwell, at the meeting, made a statement as to the bills drawn on the City of Glasgow Bank being accommodation bills, did he not? Yes.—Is it feared on the Agra Bank's behalf that the City of Glasgow Bank's liquidators may rely on that statement as being a notice to the Agra Bank? Yes.—Does the Agra Bank admit that Mr. Maxwell's statement was a notice? No.—And have you reason to know that the liquidators of the Glasgow Bank do propose to take the point? I have heard so.

Cross-examined by the Advocate General—Have you lately refreshed your memory by the report of Mr. Maxwell's speech at the meeting? Yes, I have seen it recently.—Do you not understand that Mr. Maxwell was referring to the Colombo bills only, when he spoke of their being accommodation bills?—No, to the bills generally.

Mr. Macpherson—Of course, my learned friend and I are quite at one in contending that what Mr. Maxwell said is not notice. The point is what was apprehended by the bank.

Mr. Sharp and Mr. Robertson were recalled, and gave similar evidence.

The Judge (to Mr. Robertson)—You mentioned this morning that you received a telegram from home on the 16th October. Had you telegraphed home between the 14th and the 16th? How did they know there was a release?

Mr. Robertson—I presume Nicol & Co had telegraphed home to that effect. My supposition arises from the fact that the solicitors for Fleming and Co. at home are solicitors for the Agra Bank.

Mr. Macpherson—That is the case, my Lord, for the plaintiffs.

The Advocate General—I do not wish, my Lord, to address the Court on behalf of the defendants for whom I appear. We leave the matter in the hands of the Court.

The Judge—But you mean to call evidence?

The Advocate General—I call no one.

The Judge—You will call Mr. Maxwell, of course. Mr. Maxwell must be put into the box. Surely you cannot leave this case without putting Mr. Maxwell into the box.

The Advocate General—Oh! I am quite ready to put him in the box.

The Judge—You should have been only too ready, I should think. A case of this sort cannot be decided without hearing Mr. Maxwell. Why, if Mr. Maxwell is not put in the box we should simply presume everything against him.

Mr. Hamilton Maxwell was examined by the Advocate General as follows:—You are a partner in the firm of Nicol and Co?—Yes. Your firm suspended payment on the 4th October? It did—And on the afternoon of that day, at 3 o'clock, a meeting of your creditors was held? Yes.—And the proceedings of that meeting appeared in the *Bombay Gazette* and *Times of India* of the following morning? Yes.—Is the report of those proceedings contained in the *Bombay Gazette* correct? Yes, fairly correct.—And the meeting was adjourned till Tuesday, the 8th October? Yes.—And at that meeting, the resolutions we have heard of were passed.

The Judge—There was a resolution passed at the first meeting? Yes.

Examination resumed—At the meeting of the 8th a resolution was carried amending the resolution of the 4th and a second resolution was passed that a composition deed be prepared? Yes.—An account of the proceedings of that meeting appeared in the *Bombay Gazette* of the next day? Yes.—And is that account correct? Yes.—Then there was a draft of the deed of assignment produced at the meeting of the 8th, was there not? There was.—Can you say whether this is the draft or not? I cannot say.

The Judge—How do you mean produced? Do you mean shown to the creditors?

The Advocate General—Who had it at the meeting? Mr. Conroy.

The Judge—Then I will say it was in the hands of Mr. Conroy.

Mr. Maxwell—Yes, in the hands of Mr. Conroy.

Examination resumed:—Then, first of all the deed was signed by yourself and Mr. Hall, on behalf of yourselves, Messrs Fleming, Mcllwraith and Nicol, jnr., the London partners? Yes—And after it had been so signed you took it to the Oriental Bank to Mr. Robertson? I did.—Then will you tell the Court in your own words what passed between yourself and Mr. Robertson? Previous to taking the deed away from the office, I read it carefully over with Mr. Conroy, who described to me the release clause as a necessary clause in an assignment deed, the release being the consideration to the debtor for giving up his property to the creditor. I went to the Oriental Bank and saw Mr. Robertson. I asked him to sign the deed. He said he was busy and had not time.

The Judge—Not the time to do what?

Mr. Maxwell—To sign the deed.

The Judge—But that would not have taken twenty seconds.

Mr. Maxwell—When I asked him to sign the deed, he said he was too busy and had not time. I told him I was anxious to get the deed signed first by the members of the committee so that I might lay it before the native creditors who were coming in the afternoon to sign. Mr. Robertson asked if it was all right, and I said that I believed it was, that it had been drawn by Mr. Conroy and been settled by Mr. Latham. Then there was some conversation about the number of witnesses required to sign the deed to witness a signature. Mr. Robertson said two were necessary, and I told him Mr. Conroy had advised me that only one was necessary and that by his advice I had brought the witness with me, Mr. Soonderrow Rugoonath, a native assistant in our own office. Mr. Robertson called Mr. Barton, an assistant in the Oriental Bank, who witnessed the signature also, but did not sign his name. Then Mr. Robertson signed the deed. I thanked him for signing the deed and left.

The Advocate General—It has been suggested that at that time, in consequence of the unfortunate state of your affairs, you hardly knew what you were doing. Is that correct or not? It is not correct. I knew very well what I was doing.—Do you recollect whether Mr. Robertson asked you to leave the deed? He did not.—Do you recollect whether you assured Mr. Robertson that the deed was in the usual form of a trust deed? I did not. I gave him no assurance whatever. Besides, I did not know what the usual form of a trust deed was.—Did you tell Mr. Robertson that it contained nothing beyond what was agreed to at the meeting of creditors? I did not.—After going to Mr. Robertson, did you go to the Chartered Bank and see Mr. Sharp? Yes.—Taking the deed with you? Yes.—Will you tell his Lordship what took place between you and Mr. Sharp? I presented the deed to Mr. Sharp, who seemed very busy at the time and did not appear willing to sign it. I told him that I was very anxious to get it signed so as to lay it before the native creditors in the afternoon. He took the deed and appeared to me to read it carefully from beginning to end for about a quarter of an hour.

The Judge—A quarter of an hour?

Mr. Maxwell—A quarter of an hour or perhaps more,—as near as I could judge. He asked me if it was all in order. I said I believe it was; that it had been drawn by Mr. Conroy and submitted to Mr. Latham, the barrister. He signed the deed, and I left the office.

The Advocate General—Do you recollect if you told him that the deed was a very simple one and contained nothing but what had been agreed upon at the meeting? I did not.—At three o'clock on the same day I went to the Agra Bank? I did about tiffin time or after tiffin. And you found Mr. Blackhall there? Yes.—Will you tell his Lordship what passed between yourself and Mr. Blackhall? I presented the deed to Mr. Blackhall and told him it was the trust deed and had been already signed by Mr. Robertson and Mr. Sharp. I said also that Peter Robertson had not read it but that Mr. Sharp had read it carefully.—He asked me if it was an assignment for the creditors in the terms of the resolution passed at the meeting. I said that I believed it was. He signed the deed after only partially reading it, glancing over it. I thanked him, and left the office.—Now, Mr. R. P. Harding is the official assignee of Smith, Fleming & Co.'s, is he not? He is.—And on the following Monday the 21st October did you write to Mr. Harding an account of what you did in regard to obtaining the signatures of the bank managers? I did.—Is that a correct copy of what you wrote to Mr. Harding? It is not quite correct; but to all intents and purposes it is the same as what I wrote.

The Advocate General said he would send for a pressed copy of the original letter.

The Advocate General—Is the account given of your interview with Mr. Robertson in that letter correct?—As correct as it can be.

The Judge—Why did you write that letter?

Mr. Maxwell—I will tell your Lordship plainly. Mr. Robertson had been spreading such extraordinary reports about my interview with him at the bank that I thought it was necessary for my own protection to write the truth home.

Examination resumed—The report in the *Bombay Gazette* states that Mr. Ismail Ebrahim Kurwa was present at the meeting of the 8th, is that correct? Yes, a creditor.—And he made a short speech, did he not? Yes.—He is reported to have said he recommended them all to adopt the resolution at once, and not to let the estate get into the hands of the Official Assignee.—Does that state substantially what he said correctly? Yes.—Were you in hopes after you had made over the whole of the firm's property to the creditors that I should be able to start business afresh. I was very much pushed by my own partners to endeavour to do so—You have made over the whole of your private property to the trustees, have you not? I have.—And Mr. Hall has done the same? Yes.—Do you recollect whether it was known at the meeting of the 8th that you and Mr. Hall would make over your private property? I believe I stated so at the meeting. And that you both of you have done? Yes.—Did you expect after you had made over all the firm's property and your private property that you would be released from the debts? I did expect a release.

Cross-examined by Mr. Macpherson—You said, Mr. Maxwell, that before you went to Mr. Robertson Mr. Conroy described the release clause as a necessary clause of an assignment deed? Yes.—How did that question arise between you and Mr. Conroy? I asked him.—What did you ask him? I asked him if it was a usual clause in a deed of this kind.—Why did you ask that? I was advised I should get a release.—Why did you ask the question? From curiosity, I had never seen an assignment deed before. In reading the deed over with Mr. Conroy I came to the release clause, and I asked if that was a usual clause in the deed of assignment.—That was on the 14th just before you went to Mr. Robertson? Yes.—And I suppose before that you did not know whether the release clause is a usual clause? I did not.—Before the meeting of the 4th had any one suggested to you that you would get a release from your creditors by the scheme of voluntary liquidation being adopted? Yes.—Who suggested it? Mr. Mackintosh Balfour.—When did he suggest this? I can't say exactly. It may have been on the night of the 3rd or on the 4th October.—Was Mr. Balfour the only one with whom you had a conversation on that point? I advised with Mr. Conroy.—Before the meeting of the 4th? Yes.—And what passed between you? In conversation with Mr. Balfour and Mr. Conroy it was decided that the best thing would be to call a meeting of creditors to wind up the estate by voluntary liquidation.—Was anything said about a release? Mr. Balfour said that would secure a speedy release from the debts

The Judge—Do you mean that you had conversation with them together? I saw them separate.

The Judge—And they both said it would be better to have a voluntary liquidation? They were both of that opinion, I had no experience in such matters, and asked their advice.

By Mr. Macpherson—Were Mr. Balfour and Mr. Conroy the only persons with whom you had conversation on that point before the meeting of the 4th October? Yes.—At the meeting of the 4th there was nothing said about a release, was there? Nothing. Between the meeting of the 4th and the 8th had you any conversation with any one as to the release? I do not remember any special conversation about the release.—Do you remember any mention of a release by you to any one or by any one to you between the 4th and 8th? I don't remember any special conversation.—It was often talked of between myself and partner, Mr. Balfour, and Mr. Conroy.—Was the subject of a release ever mentioned between you and any other creditor than Mr. Balfour? Not except Mr. Kessowjee Naik. I had conversation with him on the subject.—At the meeting of the 8th there was no mention made of a release, was there? No.—On the 4th and 8th October, did you expect that if the scheme of voluntary liquidation was accepted you would get an immediate release from all your creditors who signed the deed? Yes, I was advised so.—An immediate release? Yes.—All you have said was that Mr. Conroy said you would get a speedy release. I want to know whether anything was said about your getting an immediate release? Mr. Conroy said that when a large proportion of the creditors had signed the deed we should get an immediate release.—Do you remember what proportion he said?—He said ⅔ths in England, but he was not certain, about India.—Did you expect, then, that the deed would contain a clause of release? I did.—Then how was it? If you expected to find the clause in the deed, that you asked Mr. Conroy if it was a usual clause? Because I wished to know.—You had already ascertained that you were to get a release, then how was it that you asked if it was a usual clause? Simply because I wanted to know if it was a usual clause in a deed of assignment.—Then before the 14th, you did not know whether it was a usual clause or not? Am I to take that? I did not.—You say Mr. Conroy described the release clause to you as a necessary clause of an assignment deed, the release being a consideration to the debtor for giving up his property. Was that merely a repetition of what Mr. Conroy had advised you of before? Mr. Conroy had not advised me before in detail on this clause. I always expected to get a release, but that was the first time Mr. Conroy told me that was a necessary clause in a deed of assignment.—Until Mr. Conroy had given you his advice, you did not know that it was either a usual or necessary clause? I did not.—And at the time of the meetings, you did not know it was a necessary clause? I did not.—Did it not occur to you that not being a necessary clause it would have been as well to mention it at the meetings? I never thought of it. I may explain that my time was fully occupied making up the accounts, and I never thought about the deed.

The Judge—Did you think of anything else except having your affairs liquidated voluntarily rather than pass into the Official Assignee's hands? I knew that was the opinion of the creditors generally that they preferred a voluntary liquidation.

By Mr. Macpherson—But was the advantage present to your mind that it would be better to have a voluntary liquidation with a release than a liquidation by the Official Assignee without a release? The advantage was present to my mind.—At the first meeting? Yes.—And at the second meeting? Yes.—Now, the release clause was an important clause, was it not, not only to you and to your partners, but to the creditors? Very.—And that being so, did it not occur to you that it ought to be mentioned? At what time? At the time of the meeting? I never thought of it. I was so busy about the accounts that I did not think of the deed at all.—If the advantage of the release and its importance to the creditors were both present to your mind, did it not occur to you that the fact ought to be mentioned to the creditors that the release was intended to be inserted in the deed? It did not; I left that entirely to Mr. Conroy.—When you took the deed to Mr. Robertson was the fact that the release had not been mentioned at the meeting present to your mind? It was not.—During your interview with Mr. Robertson, do I understand that the fact did not occur to you? It did not.—If it had occurred to you, would you not have mentioned to Mr. Robertson that the deed contained a release? I should certainly have done so.

The Judge—This is a warning to gentlemen not to sign deeds before their legal advisers have seen them. It is a very sound lesson. It is not everybody who can understand a deed even if he reads it.

By Mr. Macpherson—When you took the deed to Mr. Sharp and Mr. Blackhall was the fact that the release had not been mentioned at the meetings present to your mind? No, I was perfectly satisfied with Mr. Conroy's explanation, and did it not occur to me.—If it had you would have mentioned it? Certainly.—Do you recollect Mr. Conroy at the second meeting telling the creditors present to disabuse their minds of the idea that by the measure then proposed the partners were to get any benefit? Yes, I do.—And do you remember the chairman answering a question as to whether the proposed measure was for the benefit of the creditors by saying "Yes, only for the benefit of creditors?" I do not remember the exact words; but if that is in the report, it is true.—Did you not consider an immediate and absolute discharge to you and your partners a benefit to you and your partners? Certainly.—When you saw the release clause in the deed on the 14th, did it not occur to you that what passed at the meeting was inconsistent with such a clause being inserted in the deed? No, I was quite satisfied with what Mr. Conroy stated. I want to know, when you first saw the release clause, on the 14th, and asked "Is this a usual clause?" whether it was present to your mind that this clause was not consistent with what passed at the meeting? No, it never struck me.—Does it strike you know that the insertion of an absolute and immediate release in the deed was inconsistent with what Mr. Conroy and the chairman had said at the meeting? Yes, it does seem so.—Have you any reason now to suppose that either of the plaintiff's managers intended to give you a release? I don't think they did intend to give me a release from what I know now.—Has either of them ever said or done anything either before or since the 14th October to lead you to think that he intended to give you a release? Not to me personally.—Or to anyone else in your presence? No.—You were very anxious were you not on this 14th October to get the execution of the deed by the committee men pushed through? I was, by the committee men and creditors too.—You say you knew very well what you were doing, now I want to know do you agree with Mr. Hall's description of your condition on that day contained in his letter to Mr. McHinch, where he says it was not neglect of Mr. McHinch, that you thought you had written on the 14th, but that you had hardly known what you were doing of late and that you might not have written to him though you thought you had done so? Mr. Hall may have written that of himself, but he could not have written that of me.—Do you deny that? I deny it *in toto*. Any man who could get up the accounts of our firm in four days could not be of his head.—You say you differ from Mr. Hall as to that being the correct description of your condition? Yes.—Is it true that you told Mr. Robertson when you saw him at the Bank on the 14th Oct. that you appreciated his conduct all the more as you hardly knew what you were doing? No—Were you agitated on that occasion? I was agitated—Very much? Yes, I was much agitated.

The Judge—You admit that you were very agitated?—I was.—But you say you perfectly knew what you were doing? Perfectly well.

By Mr. Macpherson—Neither Mr. Robertson, Mr. Sharp, nor Mr. Blackhall was agitated, I suppose? No—What I want to put to you, Mr. Maxwell, is this, and it seems to me that it ought not to be a very difficult question to answer. Don't you think that you being very much agitated and neither of these gentlemen being agitated, that possibly you may have forgotten something that took place at this interview, and that they have remembered it? It is possible, but I have a very good memory,—Don't you think it more likely that you have forgotten it then these gentlemen have invented it? That may be a matter of opinion—I ask your opinion? I know in my own case when I am very much agitated my mind works very rapidly and my memory is good, better than at any other time.—Then I must take it that you do not think it more likely that you are mistaken than that they have invented? I am perfectly certain that I am correct.—You see there is this fact, that these gentlemen give a different account of the interview? That is quite possible.—Then, do I understand you to say it is impossible that you can have forgotten anything that occurred at these interviews? No, it is not impossible.

Mr. Maxwell—There is one explanation I would like to make, my Lord. I used the word curiosity. I was quite wrong. I should have said I was desirous of getting information about the release clause so that I might answer any questions that might be put to me about the deed when I went out with it.

At this stage, the Court adjourned till this (Tuesday) morning at 11 o'clock.

KANDAHAR.

GIRISHK is the natural out-post to Kandahar, and also protects the passage of the Helmund through a level country, with a good road and people well-disposed towards us. We hope, therefore, that the bridge now under construction there will be completed and carefully guarded—so long, at any rate, as our occupation of Kandahar lasts. We are glad to learn that Kandahar itself and the neighbourhood are slowly, but surely settling down into tranquility. The best measures are being taken, under the judicious management of Major St. John to reconcile the people to a rule, towards which, whatever its merits and superiority over their recent rule, they cannot help feeling an instinctive aversion, as foreign and Feringhee. The dues which have long pressed so heavily on every leviable article are now entirely abolished in the case of food and exports, while the import duties on Indian commerce have been much reduced. The tax on shops in the city has been diminished one-third, and has moreover lost its most objectionable features since the proceeds are applied to municipal purposes. An office box for the receipt of petitions has been opened in the city as one of the shortest and most practical ways of finding out what the natives want and think, or, at any rate, what they would have their new rulers believe they want and think. On the all-important question of supplies our news is good. They are coming in freely.—*Civil and Military Gazette*.

CORRESPONDENCE BETWEEN MAJOR-GENERAL ROBERTS' STAFF OFFICER AND THE SPECIAL CORRESPONDENT OF THE "STANDARD."

(Concluded from yesterday's "Bombay Gazette.")

MAJOR-GENERAL ROBERTS makes it a charge against me that I have hinted that the Kurrum Field Force, split up as it has been into fragments which invited concentrated attacks throughout a long line of country, the inhabitants of which were either passively or actively hostile, was ever in danger. He affirms that it has never been in danger for a single moment. Before any of my letters from the Front had appeared in the *Standard*, the military critic of that journal had stated repeatedly that the position of the Force, pushed so far as it was from a strong base or from a base of any kind, was not satisfactory; German military writers, following the operations of the Kurrum Field Force according to the best maps available, had come to a similar conclusion; some admirable letters, written from a purely military point of view, have recently appeared in an Indian journal (the *Pioneer*) commenting with great justice upon the singular tactics which were pursued in taking the Peiwar Kotal. None of these critics had the advantage of seeing the country or the operations of the Kurrum Field Force. And yet because I have the courage to speak out opinions which are entertained by able military men and able military critics even in the heart of Major-General Roberts' own force. I am, forsooth, sent to the rear. I trust that Major-General Roberts will be able to dispose of all his critics as easily. It may be Major-General Roberts' opinion that his force has never been in danger; but looking at the affair of the 28th November, the great Peiwar victory itself, the careless passage of the Chappri, and the *fiasco* in Khost, other people may not entertain quit such a sanguine opinion and yet be guilty of no great sin. How could they? Have they not before them the facts that regiments were pushed forward into unknown positions of great danger without supports on the 28th November; that Major-General Roberts saw the crags in the Chappri defile crowded with armed men, and the cut up bodies of his camp followers lying at his horse's feet, and yet rode on to camp with the main body of his force, leaving the rear-guard and a convoy more than four miles long to struggle in the best way they could; and that Khost was first occupied and then abandoned because, as might have been seen from the beginning, we had not sufficient troops to spare to hold the place?

You say, sir, that Major-General Roberts has frequently pointed out to me the inaccuracy of my information on occasions on which I have submitted telegrams to him for countersignature. This, I think, must be some strange mistake. That Major-General Roberts has frequently marked and boggled at telegrams containing facts which for reasons known to himself, he did not like, I have already shown; but I cannot remember one single instance in which Major-General Roberts convicted me of material inaccuracy of information. I do remember that on one occasion I stated in a telegram that Captain Powell, who was wounded in the Chappri defile, was likely to die from his wounds. I had received the information from what I considered a good source. It just shows, however, how much Special Correspondents are liable to err who do not get all their information from the

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Headquarters' Staff that, on the instructions of Major-General Roberts' Aide-de-Camp, I telegraphed that Captain Powell was progressing favourably, and a few hours afterwards he was dead. This is about the only circumstance approaching an official correction of my information which I can remember.

Major-General Roberts appears to have an *arrière-pensée* because he has not had control over my postal as well as my telegraphic communications. Knowing his treatment of my telegrams when they ventured to approach disagreeable truths, I cannot, in the interests of the public, bring myself to share in his regret; knowing also as I do that I possess a somewhat higher ideal of the duties of a Special Correspondent than that he should keep perpetually writing pleasant things when there are no pleasant things to write about.

You say, sir, that Major-General Roberts feels he has no control over my telegrams since it was brought to his notice that I had added to one of them after he had countersigned it. Your use of the word "guilty" is ludicrously misapplied. I plead guilty to no circumstance whatever connected with any of my dealings with Major-General Roberts; and knowing the facts of the case he alludes to so intimately as he does, I can only express my regret that he should have attempted to justify the position which he has taken up regarding independent criticism, by casting an imputation of misconduct upon a man who is at least as honourable as his advisers on his Staff, which, as you are aware, consists of Colonel Villiers, Captain Pretyman, and other gentlemen who are more or less highly respected for their attainments. Permit me to explain, once for all, this episode of the terrible telegram. As Major-General Roberts has not apparently authorised you to mention the date of the occurrence, I think it necessary to state that it was the 2nd of January—that is, nearly six weeks ago. The length of time between the occurrence and the charge which Major-General Roberts has now brought forward to support his action with regard to the Special Correspondent of the *Standard* is significant. We were just on the point of starting from Hazar Pir for Khost, and I requested a Mr. Josephs, an Assistant Superintendent of Telegraphs, to do me the favour of taking my countersigned telegram to his office when he should happen to be going there. He promised to do so. He must have taken the earliest opportunity of studying the telegram, which, it is unnessary to say, was handed to him not in his official capacity but as a private gentleman. When the start was ordered and our horses were standing ready at our tents, somebody told me that Yakoob Khan had certainly arrived in Jellalabad—that news to that effect had just arrived in Camp. The information had nothing to do with Major-General Roberts' force, but I thought it would be a pity to miss the opportunity of letting the *Standard* have it, as there might be a possibility that it had not been sent to London by Reuter. I looked around for the General, could not see him, and thought he might have gone on. I ran up to Mr. Josephs, asked him for the telegram if he still had it, and went to the nearest tent and scribbled in the words, "Yakoob Jellalabad," intending to tell General Roberts what I had done as soon as I saw him. In Kurrum, after Major-General Roberts had countersigned telegrams for me, he on two occasions at least asked me to add something which he had previously forgotten to tell me; and on this occasion I fully believed, judging by the friendly relations which had existed about telegrams regarding harmless information, that Major-General Roberts would not be in the least annoyed when I told him I had taken the liberty of adding the words about Yakoob to my telegram. Mr. Joseph's zeal, however, to secure a conversation with the most important personage in the field rather forestalled me. He had read my telegram a second time when I returned it to him, and had sought out Major-General Roberts and told him what had happened, although it was never intended to be concealed. I heard of this afterwards, to my regret and annoyance, and at the first halting place I went to Major-General Roberts as I had originally intended, and explained what had happened, and expressed my regrets if he had been caused any annoyance. He said that he thought I certainly should have asked him before I made the addition. I said I should have done so if I had not believed he had left the Camp. He then went on to give me some information, and I believed there was then an end of the matter.

In considering, however, the true reasons for my dismissal from the Force, I think that Mr. Josephs' conduct and the whole episode of the telegram may be dismissed from further consideration, as it was not until the arrival, more than a month afterwards, of the English Mail, on the return of the Force to Hazar Pir from Khost, that the demeanour of Major-General Roberts and his Staff towards me sensibly altered. The file of *Standards* for the first week in January contains some criticisms upon Major-General Roberts both by the Editor of the *Standard* and myself. Groups of sympathising officers stood in the Head-quarters' Camp eagerly perusing the paper. It appeared to be considered simply blasphemous that any person whatever should have dared to say a word against the General's conduct of the Kurrum Force. One of those gentlemen who are always to be found near a person occupying such a position as Major-General Roberts does, volunteered to go round the various camps and ask all the officers to combine in putting the unfortunate correspondent of the *Standard* "in Coventry." This gentleman did not quite succeed in his mission, as there were still some officers left who had preserved their reason amid the excitement caused by the *Standard's* criticisms. The Headquarter's Staff, however, chivalrously stood by their General and "cut" the special correspondent to a man. A week after the arrival of this file of the *Standard*, Major-General Roberts dismissed me from the Force with, he said, the sanction of the Government of India, which did not think it necessary to ask me for any explanation regarding the statement which he had made secretly against me. I think, sir, you will thus see that the direct cause of my dismissal was the criticisms published by the *Standard* in the first week in January. Against such a reason being considered adequate for the expulsion of an authorised correspondent of an English journal from a British Field Force I beg, sir, to protest.

Major-General Roberts says he feels he has no control over my telegrams because six weeks ago I added two words to a telegram under the circumstances which I have already explained. He has evidently forgotten that as a rule he kept my telegrams beside him—frequently altering what he pleased—and despatched them along with his own. I acknowledge this arrangement often proved convenient to me, as it saved me a little trouble in the actual despatch of my telegrams. I have discovered lately, however, that it had grave drawbacks. I believed that when any of my telegrams went into the hands of Major-General Roberts it was considered as sacredly confidential as a private letter would be; but by accident I discovered, at Subbrie, in Khost, on the 27th January, that telegrams left with Major-General Roberts for countersignature and despatch were not treated as strictly confidential communications. After the long march from Matoond I had been at the trouble to get information about the approach of Sirdar Wally Mahommed and embodied the information in a telegram to the *Standard*. I left the telegram at half past five with Major-General Roberts, who said he would despatch it presently with his own telegrams by special sowar. An hour afterwards I saw his Aide-de-Camp, Captain Pretyman, walking about the Camp with my telegram in his hand. He called up Colonel Villiers, the *Times'* correspondent, and they both went into Colonel Villiers' tent; Captain Kennedy, correspondent of the *Daily Telegraph*, was next sent for from another part of the Camp, and he also went into the tent with Captain Pretyman. Yet another of the Staff was sent for to prepare a telegram for the *Daily News*. These gentlemen all wrote messages. As Captain Pretyman had my telegram in his hand, as he called the Staff press correspondents together, and as they all wrote telegrams, there is but one inference, which is, that my telegram had not been treated with that privacy to which it was entitled. On the following night, in the same place, Captain Pretyman came out of Major-General Roberts' tent with another press telegram in his hand, and shouted out to Colonel Villiers. "Come along; here is something you ought to telegraph." And again Colonel Villiers went into his tent and wrote a telegram. I cannot, of course, say how often my telegrams were treated in this way; but, *Expede Herculem*, &c. Either Captain Pretyman acted on his own responsibility in this matter, or he obeyed the orders of Major-General Roberts. In any case, this use of my telegrams was discreditable, and, with a number of members of the Staff acting as press correspondents, placed me, an outsider, at an unfair disadvantage.

Your paragraph No. 7 contains an *ad captandum* platitude which it is unnecessary for me to discuss. The actions of commanders may impair confidence in them as much as honest criticisms may. For instance, there may have been a direct connection between the wavering of a portion of the 29th P. N. I. on the 2nd December (when that Regiment was following Major-General Roberts), and the management of the Reconnaissance of the 28th November, when, perhaps, a number of men felt that they had been rashly sent into a position of great danger and were not supported. In the affair of the 28th, every man—Sikh, Dogra, or Pathan—fought splendidly, and there must have been some reason for the sudden change in the demeanour of the Pathans only a few days afterwards. Again, the fact that in his despatch about the Peiwar Kotal battle on the 2nd December, Major General Roberts mentions all his staff, even going out of his way to record the services of a clegyman as "galloper" who would have been much more appropriate in the Field Hospital, while he does not mention any medical officer, except one, who was not with the attacking force and had little to do with the heat and burden of the day—such a fact is calculated to have as much effect upon hard-working officers as a volume of such criticisms as have appeared in the *Standard*.

On the whole, sir, I am not sorry that my connection with the Kurrum Field Force has come to an end. I have been over and over again disgusted with the way in which my telegrams were treated, and with the extraordinary violation which was permitted by Major-General Roberts of the rule referred to recently in the House of Commons, prohibiting Staff officers from acting as Press Correspondents. Before I received the order to retire, at least three of the London daily newspapers and the principal Indian newspapers were deriving their information about the Kurrum Field Force from members of Major-General Roberts' own Staff; and so eager apparently was he to have the whole of the London daily press in his power that even before the only independent correspondent with the Force had been formally dismissed, he had "appointed" (I use his own expression) Captain Pretyman, his own Aide-de-Camp, to act in future as the *Standard's* correspondent. Nothing unpleasant about the Kurrum Field Force can now be published, and however soothing such a state of matters may be to Major-General Roberts I cannot but regard it as a grave public scandal.

I note with surprise, sir, that Major-General Roberts has not instructed you to put in writing the fact that he closed the telegraph wires to me, so that after my dismissal from the Force I could not send home to my employers even the slightest explanation of what had occurred, while he was in all probability using the wires to prejudice me in their estimation. Such a proceeding is so manifestly unjust, so un-English in its idea of fair play, that it gives reason to believe that Major-General Roberts' determination to get rid of the only free journalists in Camp was conceived in smallness of mind and executed with undignified and unworthy vindictiveness. The exhibition of these characteristics so prominently by Major-General Roberts is well calculated to make thinking men consider whether he is not quite capable of committing errors in the field fully deserving of the criticisms which he so fears to meet.—I have, &c.

MALCOLM MCPHERSON,
Special Correspondent of the *Standard*.

P. S.—I regret that the circumstances of my journey have compelled me to finish this communication at Thull.

THE BISHOP OF LAHORE AND THE SHOE QUESTION.

To the Editor of the Civil and Military Gaette.

SIR,—It is very seldom indeed that I take any notice of any newspaper remarks, wherein my name is introduced. But I feel I cannot permit the statements, in one of your editorials of to-day's issue, to remain uncontradicted.

I positively deny that I either spoke the ungrammatical and discourteous words of Hindustani, which you have quoted (but inaccurately translated)—on the occasion referred to, in the Church Mission House, or that I made the general statement given in your paper.

The Lord Bishop of Lahore, when a number of native gentlemen were presented to him by Mr. Sheldon *in his house* saw that no usual *outward* mark of common respect—European or Asiatic—was paid to him, and his Lordship, like myself, was not accustomed to the mongrel admixture of Western and Eastern modes of evidencing courtesy, which amounts in value to zero! And he naturally, and in my opinion very properly, spoke in regard to the sight before him—namely, natives of India—in the house—well turban dressed or having hats on, and all well shod!

You most correctly say, the Bishop speaks Urdu fluently—you might have added, and purely, with the delicate and courteous inflections and usages of the language. One native gentleman especially would scarcely let the Bishop speak or explain himself—and I feel sure he could not have properly understood all that the Bishop said with perfect calmness—(as very few—here seem to speak pure Urdu)—or he would never have gone on haranguing about "civilization," and other matters not to the point; and it was only when the native went so far in cheekiness, as to say, "a day might come when he and others might wear hats like the *Bishop's*" (pointing to an Episcopal hat on the floor or near!)—that I ventured to say in English—"All that the Bishop wants of you is that you should come before him, either as natives, with some native mark of respect—or as European correspondingly"—or words to that effect. So that instead of my "adding oil to the flame" as you fiendishly represent me as doing,—my object was to assist in soothing. But I deny that there was *any flame* on his Lordship's side at least—and I also for myself contradict your assertion, as strongly as I do in regard to having spoken those words of vulgar Hindustani.

My only astonishment was, that I was the only one of the Clergy present, who spoke a world on the subject *pro* or *con.* I do not believe any more in carrying favour with the natives "at any price"—than I do in "peace at any price," and I hold that so-called "civilization," was never intended to *denationalize* a man—and personally I have a contempt, for natives—even Christian natives—who ape European habits and dress.

The late Bishop of Bombay, and the present Bishop of Bombay, you say, did not object to the absence of all Eastern or European courtesy and etiquette, when natives were introduced to them. There is a common saying—what is sauce for the goose, is sauce for the gander. But it is not true of native sauce and Bishops—as the Bishop of Lahore at least did not like it.

You may not be of my mind—well let us agree to differ—we live in a free country. I perfectly agree with the good and gentle and courteous Bishop, and we are not alone in our opinion on this social matter. I feel sure I have all genuine natives on my side. No one knows the natives and their characters and customs, or loves them more, than the Lord Bishop of Lahore, and I myself have not been so long in the country without learning to value all educated and respectable natives highly, even when I could not approve of their prejudices, nor pass by their inconsistencies.—I am, Sir, yours very truly,

J. KILBEE STUART, M.A.,
Senior Chaplain of Kurrachee.

THE BISHOP'S EXPLANATION.

SIR,—Will you do me the favour of correcting one or two points in which you have been misinformed, as regards a conversation which took place in Mr. Sheldon's house on Friday evening last between some native gentlemen and myself, and which is referred to in your issue of this morning?

I am aware, of course, that in Durbar, in Court, and on all public occasions, the permission of Government has been pleaded in favour of appearing with neither head nor feet unbeard, on condition of English shoes being worn; and if this permission still holds good, (which I am not prepared to deny, being new to the Province,) I yield it the compliance and acquiescence which I am bound to render. But at the same time I have always maintained that in private friendly intercourse, and reciprocal visits of courtesy, the usual tokens of respect which are current, so far as I know in every civilized country, Eastern or Western, and are sanctioned by the common instincts of our nature, being older than human laws and institutions, should be held binding and respectfully observed as between man and man. It was for this alone I argued, and *that* I believe, courteously and dispassionately. Several times I begged my native visitors to understand that it was not as an Englishman, still less as a Bishop, that I asked for this mark of respect, but only as a man I asked what was due from my fellow-man. Need I be ashamed of this position?

I am quite sure that in my presence, at least, Mr. Kilbee Stuart used no such expression as is attributed to him; and no one who knows me and my past life's work would believe that I could use myself, or here without pain and sorrow, any disrespectful expression used by another with reference to our native friends, whom I ever feel with and honour, though I have never shrunk from saying honestly to them what I belived was for their real good.

I admit I am not beyond making mistakes, or saying unseasonably what would have been better reserved for another occasion; but I must say I was not aware of the sensitiveness with which our native friends regard the question, a sensitiveness, I venture to think, wholly in excess of its merits. I very much regret however having caused my visitors pain, and I equally regret that I caused any uneasiness or distress to my honoured brother, Mr. Sheldon who yields to no man living in his single-hearted devotion to the best interests of the people of Sind.

Howver it be. I believe the native genetleman will be ready to give me credit for not having *intentionally* so spoken as to wound their feelings in the house of a common friend, and when I was about to deliver in their hearing a lecture on which I had bestowed considerable pains, as I hoped, for their benefit.—I am, yours faithfully,

THOS. V. LAHORE.

Hydrabad, 18th February 1879.

ATTEMPT TO ASSASSINATE CAPTAIN BROOME.

(Civil and Military Gazette.)

ANOTHER attempt at assassination on the part of the gentle Houri-loving Ghazee has been made. Our congratulations are bestowed on Captain Broome, of the 2nd Punjab Cavalry, who escaped a murderous attack made on him, which seems to have been, as usual, altogether unprovoked. He was riding quietly past a village, when an Afghan stealthily but rapidly advanced from a group of men who had served to ', mask' him, though, perhaps, unintentionally, and got up within almost striking distance of the rider without attracting from him any special observation. Most fortunately, however, the native officer who was in attendance on Captain Broome noticed something in the man's attitude or action of his hand which raised the suspicion that he had a knife. He called out to the English officer to be on his guard. The Ghazee must have understood the warning, though it did not alarm or in the least degree disconcert him, for in an instant out flashed from its concealment that long native knife which is the deadliest of weapons in the hands of a fanatic desperately bent on selling his life at the dearest price, and which at Kandahar the other day kept at bay men armed with revolver and sword until six had received wounds. Captain Broome, however, was too quick. By reining back his horse he eluded the blow, and the Ghazee, baffled and furious turned to take his revenge on the man whose warning had robbed him of his prey. The Jemadar, however, proved equal to the occasion, and after a struggle in which, strange to say, nobody seems to have been wounded, the Afghan was made prisoner. He has not been tried, or rather had not been tried up to the date of our information. This wanton fanatical butchering of unoffending Englishmen or English subjects in the peaceful discharge of their duty must somehow be put down with merciless severity. It is, indeed, merciful severity in the long run, even to the interesting and gentle Ghazee, since, if successful, it saves the lives of future would-be assassins as well as those of their victims.

Captain Broome's very narrow escape—for which, by the way, we earnestly trust his Jemadar will not go without reward, and substantial reward—makes us inclined to fear that English officers at the front, in the midst of these Ghazees, are rather too careless of their lives, and, perhaps, too modest to estimate them at their proper value. These excesses of courage and modesty are both very good qualities in their way—invaluable qualities now and then in the, happily, rare opportunities occuring for their exercise; at any and all moments we should very much prefer them to excesses in the opposite direction. But nevertheless it is possible to have too much of them, as of most good things, and soldiers would do well to remember that valor, like the other virtues, lies in a mean.

THE S. S. MERKARA.

OWING to inadvertence, general errors have crept into the reports of the disasters this steamer met with in the Bay of Biscay on her way out. The reports which have appeared in the Ceylon papers and been copied in other journals have been somewhat coloured. The following information received through the courtesy of the Managing Agents of the B. I. S. N. Company is the true statement of the case; unusually rough weather in the Bay of Biscay is the sole cause of disaster, and the changeable weather in that region and its effects are so well well-known as to render further comment superfluous.

"After coaling and embarking passengers at Gravesend, the Merkara, on the 5th January last, proceeded on her outward voyage, in good order, and well fitted and provided for the voyage, under the command of Captain J. J. Ballantine, one of the oldest and most experienced officers of the B. I. S. N. Company. The following day, the steamer rounded Cape Ushant, and then began to feel the wind increasing whilst the barometer was falling, on the 7th, she experienced such a strong south-westerly gale, that the Captain had to take in all sail, steamer rolled and laboured very much, and shipped much water as the sea ran high and was very rough. On the morning of the 8th, the weather became still worse and the mainmast became endangered by one of its stay legs being washed away, the mast was no sooner re-stayed, than the starbord fore cutter was washed out of the davits. The wind veered round more to northward, increasing in violence, and at 10 a. m. the steamer shipped, a heavy sea which carried away the after steering wheel (there was alternative steering apparatus on the bridge however.) At noon on the same day, the culminating disaster of the voyage occurred, the weather had become furious, and the ocean in that confused state known as a 'chopping sea,' and at 0-43 p.m. an overwhelming series of waves boarded the vessel, washing away the companion, 30 ft. of rail with stanchions, and every movable object on the quarter deck, filling the main saloon with water. It was at this unfortunate moment that Mr. C. Hardy, a passenger, and Mr. Granger the steward, with three natives of the crew, were washed overboard, the 3rd and 4th officers and boatswain were disabled, and all the work of securing and battening down the dangerous opening left by the demolition of the after companion, fell on the chief engineer, and the chief and second officers. Mr. Grainger's loss accrued from his failure to regain the ship, owing to his placing too much reliance on his own strength he may have been bruised in knocking about among the wreckage, but it is quite untrue that the propeller struck him. He was simply exhausted, and having failed to attach himself to the life line, there was no chance of recovering him. The Commander specially reports that all the work had to be done by himself and the three Europeans above named, as the native crew were paralysed with terror and had with few exceptions crept into the hold; as a body, the native crew were worse than useless, and to the skill and great exertion of Captain Ballantine and his officers, is due the safety of the Merkara, who had sixteen of the first class among other passengers, who did all they could in baling out the saloon, &c. On the night of the 8th January the gale began to abate, and as the damage was of only a temporary nature, the vessel did not even put into any of the ports *en route*, until making Malta, which is the usual coaling station. The remainder of the voyage was performed with fair weather, and there is no reason why the good name of the Merkara should suffer from a misfortune, which every alternate vessel, almost, meets with in the ever boisterous Bay of Biscay. We are glad to notice that the passengers have expressed (in epistolary form) their high appreciation of the conduct of Captain Ballantine and his officers under the above trying circumstances."

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POLICIES covering risks on MERCHANDISE, BUILDINGS, SPINNING MILLS, COTTON AND JUTE PRESSES, SHOPS, BUNGALOWS, HOUSEHOLD FURNITURE, HOTELS, AND CLUBS, both in BOMBAY and in the MOFUSSIL, granted on most favourable terms, COALS on the BUNDERS also covered.
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Secretary, Bombay Branch.

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